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November 9, 2000

The Honorable Gary E. Walsh
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Petition by AT&T Communications of the Southern States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252.
Docket No.:

Dear Mr. Walsh:

Enclosed please find for filing in the above-referenced matter an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to AT&T's Petition for Arbitration.

By copy of this letter, BellSouth is serving the same upon all parties of record.

Sincerely,

CN Watson

Caroline N. Watson

CNW/nml

Enclosure

cc: Florence P. Belser, Esquire
Mr. Gene Coker
Francis P. Mood, Esquire

NOTE

BEFORE THE

SOUTH CAROLINA PUBLIC SERVICE COMMISSION

Petition by AT&T Communications of the Southern States, Inc. for arbitration of certain terms and conditions of a proposed agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252.	)	**Docket No.** 2000-527-C

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.'S PETITION FOR ARBITRATION

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration filed by AT&T Communications of the Southern States, Inc. ("AT&T") and shows as follows:

INTRODUCTION

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2-6).

Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully conducted negotiations with approximately 285 competitive local exchange companies ("CLECs") in South Carolina. To date, the South Carolina Public Service Commission ("Commission") has approved approximately 260 agreements between BellSouth and CLECs. The nature and extent of these agreements vary depending on the individual needs of the companies, but the conclusion is

inescapable – BellSouth has a record of embracing competition and displaying willingness to compromise and interconnect on fair and reasonable terms.

As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.[1] The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.[2] The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties."[3] A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after the Commission receives the petition.[4] The 1996 Act limits the Commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.[5]

BellSouth and AT&T entered into a three-year Interconnection Agreement ("Agreement") that expired on June 3, 2000. BellSouth and AT&T agreed to continue to operate pursuant to the terms of the Agreement until such time as a new interconnection agreement is approved. Although BellSouth and AT&T negotiated in good faith, the parties have been unable to reach agreement on some issues. As a result, AT&T filed its Petition for Arbitration.

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1 47 U.S.C. § 252(b)(2).

2 *See generally,* 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

3 47 U.S.C. § 252(b)(2).

4 47 U.S.C. § 252(b)(3).

5 47 U.S.C. § 252(b)(4).

Through the arbitration process, the Commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once the Commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to the Commission for approval.[6]

1. BellSouth will respond to each issue identified in the Petition in a manner that will attempt to clearly reflect which unresolved issues remain to be arbitrated by the Commission. Attached to its Response, and incorporated herein by reference as fully as if set out in its entirety, BellSouth has included the following:

a. A revised matrix of the disputed issues. Based on a meeting of the parties held on May 18, 2000, BellSouth believes that AT&T and BellSouth have an agreed-upon statement of the issues, including the wording of the issues, for the Commission's consideration. BellSouth's revised matrix contains an accurate statement of BellSouth's position on each issue.

b. A copy of the true and correct Proposed Interconnection Agreement that indicates the areas of dispute and the areas of agreement. While AT&T filed what it styled as the "Proposed Interconnection Agreement," the parties agreed at the outset of the negotiations that BellSouth would maintain the official version of the interconnection agreement throughout negotiations. The version filed by AT&T with its Petition contains misstatements of the parties' agreement. Consequently,

6 47 U.S.C. § 252(a).

BellSouth has filed its Proposed Interconnection Agreement with its Response and proposes that the Commission use this Agreement for purposes of deliberation in this matter.

PARTIES

2. On information and belief, BellSouth admits the allegations set forth in Paragraph 2 of the Petition.

3. BellSouth admits the allegations in Paragraph 3 of the Petition.

JURISDICTION

4. In response to Paragraph 4 of AT&T's Petition, BellSouth admits that the Commission has jurisdiction over this matter. BellSouth further admits that AT&T formally requested negotiations with BellSouth on May 15, 2000, and that the Petition for Arbitration is timely filed. BellSouth also admits that the statutory deadline for resolution of this matter by the Commission is February 15, 2001.

STATEMENT OF THE CASE

5. In response to Paragraph 5 of AT&T's Petition, BellSouth states that the provisions of the 1996 Act, and the requirements and obligations set forth therein, speak for themselves and allegations concerning them require neither an admission nor a denial on the part of BellSouth. BellSouth certainly admits that one of the intended purposes of the 1996 Act is to promote competition, but denies any implication that such competition is limited to local exchange competition.

6. BellSouth denies the allegations in Paragraph 6 of AT&T's Petition. Specifically, BellSouth denies "there still is little competition in South Carolina's local telephone market." To the contrary, competition in South Carolina is thriving as indicated by the following growth rates

of key competitive indicators. Since January 2000 collocation activity in BellSouth central offices has increased 160% from 99 arrangements to 258. Total interconnection trunks used to carry traffic between CLEC's and BellSouth have increased 76% from 21,600 trunks to 38,046. Total ported numbers transferred from BellSouth to CLEC facilities increased from 33,400 to 48,500, a 45% increase. CLEC-provided access lines to residential customers increased 25% from 34,800 to 43,500. Total CLEC-provided access lines increased from 96,800 lines to 132,000, a 36.5% increase. On the other hand, however, BellSouth is certainly willing to admit that AT&T has done essentially nothing to advance local competition in South Carolina and specifically nothing to provide local residential telephone service to the citizens of South Carolina. BellSouth admits that four years have indeed passed since the 1996 Act was enacted, but states that AT&T has had an approved interconnection agreement in South Carolina, an agreement that AT&T signed, for approximately three years. Notwithstanding this, AT&T has done essentially nothing to bring alternative local telephone service to customers in South Carolina, and particularly residential customers. It's self-serving statement in paragraph 6 is just that, self-serving. It completely misstates what has happened in South Carolina and the progress that has been made, without any assistance from AT&T, in delivering alternative telephone service to South Carolina. With respect to the remaining allegations in Paragraph 6 of AT&T's Petition, BellSouth admits that its interconnection agreements comply with Sections 251 and 252 of the 1996 Act. BellSouth denies the remaining allegations in Paragraph 6 of AT&T's Petition. BellSouth specifically denies that its conduct has prevented AT&T (or any CLEC) from entering the residential local market. To the contrary, while AT&T has not chosen to compete in a meaningful way, numerous other CLECs, as described above, are participating in the local exchange market in South Carolina.

STANDARD OF REVIEW

7. BellSouth admits that the arbitration is governed by Sections 251 and 252 of the 1996 Act. By way of further response, BellSouth states that Sections 251 and 252 of the 1996 Act and the FCC's rules speak for themselves and therefore any allegations regarding these sections require neither an admission nor denial by BellSouth.

8. BellSouth denies that Section 251 of the 1996 Act requires BellSouth to provide combinations of elements at cost-based rates. Rather, Section 251 obligates BellSouth to provide currently combined combinations at cost-based rates. As for the remainder of AT&T's allegations in Paragraph 8, BellSouth states that the 1996 Act speaks for itself and any allegations by AT&T regarding the 1996 Act require neither admission nor denial.

THE NEGOTIATIONS

9. BellSouth admits the allegations in Paragraph 9 of AT&T's Petition.

10. BellSouth admits the allegations in Paragraph 10 of AT&T's Petition. By way of further response, BellSouth states that the parties have met a myriad of times in an effort to renegotiate the agreement.

11. BellSouth admits the allegations in Paragraph 11 of AT&T's Petition.

12. BellSouth is without sufficient knowledge or information to admit or deny the allegations in Paragraph 12 of AT&T's Petition, and therefore denies the same. By way of further response, BellSouth states that at the outset of the negotiations, the parties agreed that BellSouth would maintain the official version of the Agreement and would be responsible for incorporating changes and updates to the draft. In an effort to present the Commission with the most accurate information available, BellSouth has attached the most up-to-date version of the

official draft Agreement. As set forth above, BellSouth also has attached and incorporated herein by reference as fully as if set out in its entirety, a revised matrix for the Commission's review.

13. AT&T's Petition does not set forth a Paragraph 13.

ISSUES IN DISPUTE

14. BellSouth admits that the parties have reached resolution on a substantial number of issues. BellSouth denies the remaining allegations in Paragraph 14 of AT&T's Petition. BellSouth specifically denies that it has failed in any way to comply with Commission orders or directives. BellSouth sets forth all of the issues it believes remain unresolved, as well as its and AT&T's positions on those issues, in Attachment 1.

REQUESTED COMMISSION ACTION

15. BellSouth admits that the Commission should establish a procedural order for the arbitration, and should arbitrate the unresolved issues between AT&T and BellSouth within the timetable specified in the 1996 Act. BellSouth denies any remaining allegations in Paragraph 15 of AT&T's Petition.

16. Any allegations contained herein not specifically admitted are hereby denied.

WHEREFORE, BellSouth respectfully requests that the Commission enter an order in favor of BellSouth on each of the issues set forth herein, and grant BellSouth such other relief as the Commission deems just and proper.

Respectfully submitted, this 13th day of November 2000.

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ATTACHMENT 1
Issues for Arbitration between AT&T and BellSouth
SCPSC Docket No. _____

	Issue	AT&T Position	BellSouth Position
1.	Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3, §6.13)	ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP traffic as intrastate for jurisdictional separation purposes.	No. The SCPSC previously ruled in the BellSouth/DeltaCom Arbitration (Docket No. 1999-259-C) that ISP traffic is not local and therefor not subject to the payment of reciprocal compensation. Further, the FCC has definitively determined that ISP traffic is interstate in nature. Therefore, such traffic should not be treated as local for purposes of reciprocal compensation.
2.	What are the appropriate performance measurements and enforcement mechanisms that BellSouth should implement? (Performance Measures, Attachment 9)	For AT&T to ensure that its customers receive service equal in quality to received by BellSouth customers, BellSouth must establish that it offers non-discriminatory support for total service resale, use of unbundled network elements (UNE's), and access to OSS. BellSouth should be required to provide an effective performance measurement methodology that contains: - A comprehensive set of comparative measurements that provides for disaggregation of its data to permit meaningful comparisons and full disclosure.	The Service Quality Measurements proposed by BellSouth incorporate the measurements requested by telecommunications carriers such as AT&T and measurements adopted by state Commissions within the BellSouth region. These measurements, as well as the business rules utilized to calculate the measurements, represent a comprehensive look at the service provided to telecommunications carriers. BellSouth provides access to the raw data utilized to calculate the measurements and has worked hand in hand with AT&T and other telecommunications carriers in the development

		- Business rules and calculations which reveal true performance and customer experiences. - A sound methodology for establishing benchmarks and designating appropriate retail analogs. - Statistical procedures that balance the possibility of concluding BellSouth favoritism exists when it does not with concluding there is no BellSouth favoritism when there is. - AT&T access to all the raw data that BellSouth uses for its CLEC performance reporting. Further, BellSouth should adopt an appropriate system of self-enforcing consequences to assure that the competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive. The consequences must provide BellSouth with incentives sufficient to prevent BellSouth from inhibiting competition through discriminatory treatment of CLECs. Such consequences must be immediately imposed upon a demonstration of poor BellSouth performance. A self-enforcing system of consequences is needed to assure that BellSouth has appropriate incentives to comply, on an ongoing basis, with its Section 251	of an appropriate statistical methodology. BellSouth does not believe that the issue of appropriate, if any, enforcement mechanisms is an appropriate issue for arbitration and resolution by this Commission. Without waiving its right to assert its legal position, BellSouth has voluntarily proposed enforcement mechanisms for inclusion in the AT&T/BellSouth Interconnection Agreement. The proposed enforcement mechanisms include the key, outcome oriented service quality measures and include either benchmarks or retail analogs as standards. The mechanisms are designed to prevent BellSouth from backsliding on delivery of service to AT&T once BellSouth has attained interLATA authority from the FCC. The remedies proposed are meaningful remedies designed to be, if applied, of significant impact to BellSouth.

		obligations to provide CLECs with non-discriminatory support regardless of whether a section 271 application has been made or approved. AT&T proposes the AT&T Performance Incentive Plan as the enforcement mechanism.	
3.	Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the SCPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? (Performance Measures, Attachment 9)	BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should be conducted and paid for 50% by BellSouth and 50% among the CLECs participating in the audit. Additionally, AT&T may request additional audits when performance measures are changed or added, to be paid for by BellSouth. Additionally, audits of individual measures should be conducted. The cost of a "mini-audit" shall be paid by AT&T unless the audit determines that BellSouth is not in compliance with the terms of the Agreement.	BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2000-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications: (1) the cost shall be borne 50% by BellSouth and 50% by the CLECs; (2) the independent third party auditor shall be selected with input from BellSouth, the Commission and the CLECs; and (3) BellSouth, the Commission and the CLECs shall jointly determine the scope of the audit. More frequent audits are not reasonable in view of the tremendous number of CLEC interconnection agreements into which BellSouth has entered.
4.	What does "currently	The Commission should allow AT&T to provide	In the FCC's Third Report and Order, the FCC

	combines" mean as that phrase is used in 47 C.F.R. §51.315(b)?(UNEs Attachment 2, §2.7.1, and 2.9)	telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth should not be allowed to restrict AT&T from purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term "currently combines" that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market.	confirmed that BellSouth presently has no obligation to combine network elements for CLECs when those elements are not currently combined in BellSouth's network. The FCC rules, 51.315(c)-(f), that purported to require incumbents to combine unbundled network elements were vacated by the Eighth Circuit Court of Appeals and were not appealed to or reinstated by the Supreme Court. The question of whether those rules should be reinstated is pending before the Eighth Circuit, and the FCC explicitly declined to revisit those rules at this time. Third Report and Order, ¶ 481. The FCC also confirmed that when unbundled network elements, as defined by the FCC, are currently combined in BellSouth network, BellSouth cannot separate those elements except upon request. 47 C.F.R. § 51.315(b). For example, when a loop and a port are currently combined by BellSouth to serve a particular customer, that combination of elements must be made available to CLECs. According to the FCC, requesting carriers are entitled to obtain such combinations "at unbundled network element prices." Id. at ¶ 480.

			There is no legal basis for the SCPSC to adopt an expansive view of "currently combined" so as to obligate BellSouth to combine elements for CLECs. As the FCC made clear in its Third Report and Order, Rule 51.315(b) applies to elements that are "in fact" combined. See id. ¶ 480 ("To the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form"). The FCC declined to adopt the definition of "currently combined," that would include all elements "ordinarily combined" in the incumbent's network. Id. (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined'...").
5.	Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements? (UNEs, Attachment 2, Section 2.9)	BellSouth should not impose any additional charge on AT&T for any combination of network elements above the TELRIC cost of the combination.	See BellSouth's response to Issue 4, which is incorporated herein by reference as fully as if set out in its entirety.
6.	Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services	Pursuant to FCC Orders, AT&T is permitted to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The price to purchase network	Without waiver of its ability to avail itself of any available legal remedies, and in conformance to the guidelines set forth by the FCC in CC Docket No. 96-98 UNE Remand Orders

	currently purchased from BellSouth tariffs? (UNEs, Attachment 2, Section 2.11) (UNEs, Attachment 2, §2.12, 2.13, 2.14 and 2.18)	elements and combinations in such situations should be the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring price of the appropriate network elements or combinations. BellSouth should not be permitted to place obstacles in the way of AT&T's ability to convert such services to network elements and combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that AT&T is able to replace services with network elements/combinations of network elements.	dated Nov. 5, 1999 and Nov. 24, 1999, BellSouth will convert services currently purchased on a month to month basis by AT&T, or a BellSouth end user changing its service provider to AT&T, to the extent possible on a mechanized basis at a record change charge. As to services provided to AT&T or to a BellSouth end user changing its service provider to AT&T under a volume and term agreement or other contract basis, BellSouth will convert the services to the UNEs ordered by AT&T upon AT&T's payment of the appropriate early termination liabilities set forth in the volume and term agreement or contract.
7.	How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3, Section 1)	AT&T and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the imbalanced situation where AT&T incurs the expense of connecting throughout BellSouth's network, while BellSouth incurs the much lower cost of connecting at the edge of AT&T's network. AT&T's proposal also avoids use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. AT&T's proposal requires the two parties to work out a transition plan to "groom" the two networks.	BellSouth offers interconnection in compliance with the requirements of the FCC rules and regulations as well as any state statute or regulation. Interconnection can be through delivery of facilities to a collocation or fiber meet arrangement or through the lease of facilities. Interconnection for AT&T originated traffic must be accomplished through at least one interface within each BellSouth LATA and may be at an access tandem or local tandem. BellSouth, at its option, may designate one or more interfaces on its network for the delivery of its

			originating traffic to AT&T. BellSouth should not be required to incur additional unnecessary cost as a result of the selection of interconnection points by AT&T. If AT&T requires BellSouth to haul BellSouth originating traffic from the originating local calling area to a point of interconnection outside that local calling area, AT&T should be financially responsible for the facilities necessary to accomplish this.
8.	What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations?(UNEs Attachment 2, §5.2)	BellSouth should cooperate with AT&T, upon request, in establishing a single point of interconnection on a case-by-case basis at multiunit installations. Where such points of interconnection do not exist, BellSouth should construct such points of interconnection and AT&T should be charged no more than its fair share, as one service provider using this facility, of the forward-looking price. The single point of interconnect should be fully accessible by AT&T technicians without the necessity of having a BellSouth technician present.	Without waiver of its ability to avail itself of any available legal remedies, BellSouth will perform in conformance with the guidelines of 47 CFR §51.319(a)(2)(E) as set forth by the FCC in CC Docket No. 96-98 UNE Remand Order. BellSouth disagrees with AT&T's reading of the FCC's Order to require all local service providers, including BellSouth, to access sub-loop elements in exactly the same manner. The Order requires BellSouth, if the parties cannot agree otherwise, to establish a single point of interconnection accessible by multiple, but not necessarily all, local service providers. BellSouth is not required to provide CLECs identical access to its network as it uses for itself. This is true not only for unbundled sub-loop elements but for

			all unbundled network elements. BellSouth has proposed the use of an access terminal as a reasonable means of giving CLECs the access to unbundled sub-loop elements without sacrificing the security and reliability of the network which would result were AT&T's proposed form of access to be adopted.
9.	Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3, Section 1.1.2)	Yes. When AT&T's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then AT&T should be permitted to charge tandem rate elements.	AT&T must demonstrate to the Commission that (1) its switch serves a comparable geographic area and (2) the switch performs functions similar to those performed by BellSouth's tandem switch. Simply being capable of serving a comparable geographic area or of performing tandem switching functions is not sufficient evidence.
10.	What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities? (UNEs, Attachment 2, Section 3.15.2)	When existing loops are provisioned on digital loop carrier facilities, and AT&T requests such loops in order to provide xDSL service, BellSouth should provide AT&T with access to other loops or subloops so that AT&T may provide xDSL service to a customer.	In the case where an existing loop is provisioned on a BellSouth DLC facility, and the existing loop cannot provide xDSL capable service, BellSouth is not required to provide AT&T alternative loops to allow AT&T to provide service over that loop. AT&T would be required to purchase an xDSL capable loop through a separate and distinct ordering process.
11.	What coordinated cut-over process should be implemented to ensure accurate, reliable and timely	The coordinated cut-over process proposed by AT&T should be implemented to ensure accurate, reliable, and timely cut-overs. BellSouth's proposed	The coordinated cut over process proposed by BellSouth does ensure accurate, reliable and timely cut-overs. BellSouth's current

	cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2, Section 3.5 et seq.)	process does not ensure that customers switching from BellSouth to AT&T receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.	proposed SQMs measure BellSouth's performance in this area and sufficiently demonstrate that AT&T customers switching from BellSouth receive non-discriminatory treatment.
12.	When a local call originates on the facilities of a CLEC and terminates to an AT&T customer served by a loop/port combination purchased by AT&T from BellSouth, who is responsible for paying for each element of the networks used to place and complete the call and which party, if any, is entitled to collect reciprocal compensation for the call? (Local Interconnection, Attachment 3, §6.1.2; Billing & Recording, Attachment 6, §2.1.6; Exhibit E)	Due to the complexities and expense of recording and billing for reciprocal compensation on UNE-switched calls, AT&T believes that bill and keep should be used for local calls originated from and terminated to AT&T when it uses BellSouth's UNE switching. Other telecommunication carriers who originate or terminate calls to AT&T end-users served by UNE switching will be unable to determine that such calls went to AT&T as opposed to BellSouth. All call records will continue to look like they were made to BellSouth.	When the end user of a facilities-based CLEC calls an AT&T local end user where AT&T is not providing its own facilities, but rather is using a UNE-P purchased from BellSouth to terminate the call, BellSouth should be permitted to charge AT&T for the UNEs AT&T uses, and AT&T should then charge the originating CLEC reciprocal compensation for terminating the call for the CLEC (or enter into a bill and keep arrangement with the CLEC). When AT&T terminates a call using BellSouth's local switching, BellSouth will provide the necessary recorded information to enable AT&T to bill the other carriers the charges those carriers have incurred. When AT&T leases circuit switching from BellSouth, AT&T is entitled to all revenues associated with terminating calls for other carriers and is obligated in turn to pay BellSouth for the network elements used.

13.	What is the appropriate treatment of outbound voice calls over internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3, §6.1.9)	Until the FCC issues rules on how IP traffic is to be treated, no restrictions should be imposed. Further, there is no way to measure and record such traffic as requested by BellSouth. In any event, this is not a proper subject for negotiation in an interconnection agreement.	As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP Telephony are long distance calls, access charges should apply, irrespective of the technology used to transport them.
14.	What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4, §6.4)	FCC rules require that BellSouth provide collocation within intervals no greater than the best practice intervals of other ILECS. Accordingly, BellSouth should provide collocation within the following intervals: (1) virtual and cageless: 60 calendar days; (2) Physical (caged): 30 calendar days if AT&T does the construction; 90 calendar days if BellSouth does the construction. In the event of unforeseen circumstances, BellSouth should apply to the SCPSC for suspension of or relief from the intervals.	BellSouth has on file a tariff setting forth the terms, conditions and rates under which BellSouth will provide physical and adjacent collocation to CLECs in South Carolina. BellSouth contends that the Commission should order collocation intervals in this arbitration consistent with the terms and conditions in the tariff. To the extent that AT&T seeks collocation space under terms and conditions not otherwise covered by this tariff, the Commission has enforced an interval of no greater than 90 calendar days from the bona fide firm order date for the provision of physical collocation arrangements under ordinary conditions for BellSouth. BellSouth proposes the same provisioning interval for virtual collocation as well. Such a proposal is reasonable and necessary.

15.	When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4, §1.6)	Yes. When BellSouth and AT&T facilities are in close proximity, in order to achieve network efficiency. AT&T should be able to cross connect its network directly from its space to BellSouth's space without having to purchase collocation space from BellSouth.	No. AT&T's proposal has the effect of expanding the definition of premises beyond that which is required by the FCC regulations or that which is necessary. AT&T simply wishes to take advantage of its former corporate ownership of BellSouth. BellSouth's agreement to AT&T's terms would cause BellSouth to provide AT&T with more favorable treatment than other new entrants.
16.	Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on AT&T? (Collocation, Attachment 4, §11.1, 11.2, 11.4, 11.5)	No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to AT&T. Further, AT&T is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by AT&T's employees or agents.	Yes. BellSouth performs criminal background checks on its employees prior to hiring and as such can require AT&T to do the same in order for AT&T to have unescorted access to the central offices and other premises that house the public switched network. Such security requirements are reasonable in light of the assets being protected as well as the number of new entrants and other telecommunications carriers relying on the integrity and reliability of BellSouth's network. AT&T's offer to indemnify BellSouth for bodily injury or property damage is not sufficient in light of the asset at risk.
17.	Unless otherwise specified, where Attachment 4 regarding collocation refers to	Days should be calendar days. Business day intervals are inherently longer and less predictable than calendar day interval	Unless otherwise specified (for example, see BellSouth's response to Issue 14), days should be business days. Given the

	days, should those days be calendar days or business days? (Collocation, Attachment 4, §1.1.1)	thereby delaying delivery of collocation space within a reasonable timeframe.	nature and complexity of the tasks to be completed, business days are reasonable.
18.	Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE? (UNEs, Attachment 2, §7)	No. BellSouth does not provide AT&T adequate customized routing. BellSouth has not provided sufficient information on its untested AIN solution, including rates. If BellSouth's proposal is line class codes ("LCC's"), this solution may not be viable in every central office. Thus, until these methods are proven viable, AT&T may purchase OS/DA as an unbundled network element.	Yes. BellSouth has available both an AIN solution for customized routing as well as the LCC solution that was advocated by AT&T during the last round of arbitrations. AT&T participated in testing BellSouth's AIN customized routing solution.
19.	What procedure should be established for AT&T to obtain loop-port combinations (UNE-P) using both Infrastructure and Customer Specific Provisioning? (Attachment 7, §3.20 – 3.24)	BellSouth should accept from AT&T two types of orders, 1) an Infrastructure Provisioning Order and 2) a Customer Specific Provisioning Order. The Infrastructure Provisioning Order (which consists of an Infrastructure Footprint Form and an Operator Services and Directory Assistance Questionnaire) notifies BellSouth of the common use of Network Elements and Combinations that AT&T will require geographically by End Office, Rate Center, LATA or State. The Footprint Order should be acknowledged within 24 hours and responded to within 5 business days thereafter. The Customer Specific Provisioning Order should be the LSR. LSRs for UNE-P should be	BellSouth has proposed a procedure whereby AT&T can order loop/port combinations using BellSouth OS/DA platform and AT&T branding. BellSouth is not opposed to AT&T making a one-time designation to BellSouth to have all of AT&T's end user calls routed to the appropriate OS/DA platform. AT&T, however, refuses to make a single designation and seeks instead a variety of OS/DA routing plans. Therefore, AT&T should be required to populate the appropriate line class code on the LSR submitted to the LCSC. If AT&T decided upon, and communicated, a single OS/DA routing plan, then BellSouth could determine the appropriate line class code and AT&T would not

		received electronically, provided with ordering flow-through and provisioned at parity with BellSouth retail. Electronic LSRs with flow through ordering should be available for orders using either an unbranded or an AT&T branded platform.	be required to provide such code on the LSR. AT&T will not, however, make such a designation.
20.	Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement? (General Terms & Conditions, §16,1)	More issues will arise now that AT&T is entering the market and will need to be resolved quickly. These issues will be more business oriented and less policy oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes.	This issue is not an appropriate subject for arbitration because it does not address any obligation imposed upon BellSouth by the Telecommunications Act of 1996. Without waiving the foregoing, BellSouth has had experience with commercial arbitration in the resolution of disputes under interconnection agreements negotiated pursuant to 47 USC §252 and has found such arbitration to be expensive and unduly lengthy in nature. The 8th Circuit Court of Appeals, in Iowa Utilities Bd., as well as the 5th Circuit Court of Appeals, in Southwestern Bell Telephone Company v. Public Utility Commission of Texas, et al, 208 F 3d, 475, 479-80, have ruled that the Commission is charged with the authority to resolve disputes relating to interconnection agreements and BellSouth should not be forced to waive its right to seek resolution of such issues before the Commission.

21.	Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7, Exhibit A)	Yes. Change Control should apply to the entire range of transactions required between AT&T and BellSouth in order for AT&T to utilize Services and Elements. Both electronic and manual interfaces and processes are required to establish and maintain a business relationship with BellSouth and conduct day-to-day business transactions. A comprehensive Change Control Process should provide "cradle to grave" coverage of the life cycle of an interface or process, and its supporting documentation (such as specifications, business rules, methods, and procedures). Thus, implementation of new interfaces, management of interfaces in production (including defect correction), and the retirement of interfaces should be addressed. Change Control should provide a normal process, an exception process, an escalation process, and a dispute resolution process with ultimate recourse to the Commission, mediation, or court adjudication. Additionally, a process by which the Change Control Process can be changed should be specified. The existing Electronic Interface Change Control Process (EICCP) and the Interim Change Control Process (I-CCP) has proposed are not	The terms and conditions of the CCP, as well as the subjects to which it should apply, should be negotiated between the CCP participating members and cannot be properly arbitrated in a proceeding that involves only BellSouth and AT&T. Subject to this, BellSouth will respond to the individual items AT&T has identified through separate responses given below. To the extent such issues are arbitrated, the current CCP is more than adequate to serve the needs of the CLEC community and address AT&T's concerns.

		comprehensive. AT&T's proposal and the existing EICCP/I-CCP coverage are compared below.	

Situation	AT&T Proposal	BellSouth's Proposal
a) introduction of new electronic interfaces?	Yes. The change control process should address the introduction of new electronic interfaces.	This subpart is addressed in the CCP today.
b) retirement of existing interfaces?	Yes. The change control process should address the retirement of existing interfaces.	This subpart is addressed in CCP today.
c) exceptions to the process?	Yes. The change control process should address exceptions to the process.	The CCP is comprehensive and addresses 6 types of change requests. There is no value in adding an additional type for exceptions.
d) documentation, including training?	Yes. The change control process should include more detail pertaining to documentation of interfaces, including training in the use of such interfaces.	Documentation for the interfaces is addressed in CCP. BellSouth is responsible for training and will update training documentation as needed when there are changes to the interfaces.
e) defect correction?	Yes. The change control process should address defect corrections found in existing interfaces.	This subpart is addressed in CCP today.
f) emergency changes (defect correction)?	Yes. The change control process should address	It is not clear how this issue differs from the

	defect corrections and provide emergency changes in existing interfaces.	preceding issue. Expedites are also addressed in CCP.
g) an eight step cycle, repeated monthly?	Yes. The change control process should include a detailed eight step process to implement changes in interfaces.	This subpart is addressed in CCP today. Type 1 issues have a 6-step process, Type 2-5 issues have a 10-step process, and Type 6 issues have an 8- step process. Each process has the appropriate number of steps as well as appropriate time frames to accomplish each step.
h) a firm schedule for notifications associated with changes initiated by BellSouth?	Yes. The change control process should include a provision for the firm schedule of notifications associated with changes initiated by BellSouth.	This subpart is addressed in CCP today. Software release notifications and documentation changes for business rules will be provided 30 days or more in advance of the implementation date for CLEC-impacting changes.
i) a process for dispute resolution, including referral to state utility commissions or courts?	Yes. The change control process should include a detailed process for dispute resolution, including referral to a dispute	This subpart is addressed in CCP today. In the event that an issue is not resolved through the CCP's escalation

	resolution process.	process, BellSouth and the affected CLEC(s) will form a Joint Investigative Team of Subject Matter Experts within one week. If the dispute cannot be resolved after this step, then either party may file a formal complaint with the appropriate state commission.
j) a process for the escalation of changes in process	Yes. The change resolution process should include a detailed process to deal with escalation of changes needed in interfaces.	This subpart is addressed in CCP today.
k) testing support and a testing environment	Yes. The processes and testing environments provided by BellSouth for use in CLEC certification and pre-release testing should be subject to the Change Control Process. The pre-release environment should be available to CLECs 30 days prior to the implementation of any new release.	This subpart is addressed in CCP today.
l) provision of a	Yes. BellSouth	This is being

trouble number for Type 1 events	should provide a unique trouble tracking number for each Type 1 event.	implemented in CCP.
m) a process for the cancellation, rejection, or reclassification of CLEC change requests	Yes. BellSouth should not be allowed the ability to unilaterally cancel, reject or reclassify CLEC initiated requests. BellSouth should be required to present its rationale for any proposed action to the industry at a Monthly Change Review meeting, receive input from the industry, and then in conjunction with the request initiator agree upon the disposition of the request.	This subpart is addressed in CCP today. BellSouth may reject change requests for costs, industry direction or technically not feasible to implement and will provide notification to the originating party. The rejection reason will be shared with the CLECs for input. If requested, Subject Matter Experts will meet with CLECs to address the reason for rejection and discuss alternatives. If the CLEC objects to BellSouth's actions, the dispute resolution process is then available.
n) a process for prioritization and assignment of change requests to future releases for implementation	Yes. All change requests prioritized by the industry should be assigned according to that prioritization to as many future releases as necessary. This process should	This subpart is addressed in CCP today.

	occur on a fixed recurring basis and be the driver for the determination of the need for and timing of new releases.	
o) a process for changing the process	Yes. The Change Control Process should itself be subject to necessary change through a timely process that provides for an orderly, informed vote by all interested participants.	This subpart is addressed in CCP today.

22.	What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)	The issues AT&T is bringing forward for arbitration have been at issue between the parties for various periods of time. The current EICCP process is hostage to BellSouth's default power to implement or not implement any change at its option. This default power exists because the EICCP process is not subject to regulatory oversight. Only arbitration provides AT&T with a means by which it can obtain the requested capabilities from BellSouth in an assured and timely manner. Further, in the absence of a binding methodology by which the industry can effect change, change can only be initiated by the actions of two parties which	Issues such as those delineated in this issue should be resolved in the CCP. These are industry issues more properly resolved in another forum and not in this two-party arbitration.

		can then be expanded to incorporate others.	
	a) parsed customer service records for pre-ordering?	BellSouth should provide parsed customer service records for preordering pursuant to industry standards. AT&T needs this in order to fully integrate its ordering systems with BellSouth's and obtain the functionality now available to BellSouth. BellSouth's internal systems parse the sections and fields of the CSR as needed to meet software program requirements precluding the need for service representatives to re-enter CSR information when processing orders. This item has been an industry standard since the publication of the LSOG3 guidelines.	This subpart is before the CCP. A CCP Change Request was submitted by AT&T requesting a parsed customer service record via TAG. A joint CLEC team under the management of CCP began in October 2000 on the parsing of the CSR. BellSouth currently provides the CLECs a stream of data via TAG. The stream of data is identified by section with each line uniquely identified and delimited. This is consistent with the data provided to BellSouth's retail units. .
	b) ability to submit orders electronically for all services and elements?	BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives type their requests into a front end system (DOE or SONGS), which sends the request to SOCS, which then accepts	Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the CCP, the CCP would be the appropriate forum to handle such a request.

		valid requests and issues the required service orders. Examples of instances in which AT&T requires electronic ordering capability are the UNE Platform, handling of remaining service on partial migrations, use of LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.	With that said, non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions.
	c) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?	BellSouth should provide electronic processing after electronic ordering. See (b), above. Examples of instances in which AT&T submits electronic orders that are subsequently processed manually include LNP, UNE-P with LCC, migrations merging existing accounts, related orders. AT&T has submitted change control requests and participated in other discussions aimed at improving the subsequent manual process pending full automation. Examples include worklist mechanization and a Flow-through Mechanization Project.	Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the CCP, the CCP would be the appropriate forum to handle such a request. With that said, non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no

			manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions. Local service requests for some types of services are submitted electronically but "fall out" by design for processing. Even though the requests by design "fall out" for processing, electronic submission of the request improves the overall efficiency and effectiveness of order processing.
23.	Should BellSouth provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA? (OSS, Attachment 7, §4.2)	Yes. TAFI is a non-integrateable interface so AT&T must make additional entries into its own maintenance and repair systems, while BellSouth need only make this entry once. EBI/ECTA is a machine-to- machine interface capable of integration but with limited functional capabilities. It is technically feasible to provide the full suite of TAFI functions via EBI/ECTA.	BellSouth has provided AT&T with complete access to TAFI and has complied with the current standards for ECTA. Future enhancements to ECTA shall be through the CCP.
24.	Due to misnumbering, there is no issue 24 in the AT&T matrix.		
25.	What are the appropriate rates and charges for unbundled network elements and	Issues related to rates and charges will likely be addressed in a generic proceeding. In the event there is no such a	BellSouth intends to petition the Commission to open a generic cost docket in which UNE rates will be established. Assuming that

	combinations of network elements?	proceeding, AT&T reserves the right to arbitrate these issues at a later date.	the Commission agrees to open such a generic docket, BellSouth proposes to defer this issue to that generic docket. In the event there is no such a proceeding, BellSouth agrees with AT&T that the right to arbitrate these issues at a later date should be reserved.
26.	Should AT&T be required to pay BellSouth costs it incurs for any order that AT&T modifies or cancels? (UNEs, Attachment 2, Section 3.3)	No. AT&T should not be required to pay BellSouth costs incurred for modifying or canceling an order when such modification or cancellation is caused by BellSouth. In those instances when the modification or cancellation is caused by AT&T, AT&T should not have to pay any costs incurred by BellSouth if those costs are already recovered through BellSouth recurring or nonrecurring rates.	Yes. AT&T should be required to pay the full costs of any order performed by BellSouth on behalf of AT&T if AT&T in turn cancels the request. AT&T also should pay the full cost of any order later modified by AT&T to the extent that the costs of such subsequent modifications are not covered by the recurring rates.

235287

STATE OF SOUTH CAROLINA)
) CERTIFICATE OF SERVICE
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me, Nyla M. Laney, who, being duly sworn, deposes and says that she is employed by the Legal Department for BellSouth Telecommunications, Inc. and that she has caused BellSouth Telecommunications, Inc.'s Response to AT&T Communications of the Southern States, Inc.'s Petition for Arbitration to be served this November 9, 2000 by the method indicated below each addressee listed:

Gene Coker
AT&T Communications of the Southern States, Inc.
1200 Peachtree Street
Suite 8100
Atlanta, Georgia 30309
(Via Hand Delivery)

Florence P. Belser, Esquire
Staff Attorney
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211
(Via Hand Delivery)

Francis P. Mood, Esquire
Steve A. Matthews, Esquire
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1426 Main Street, Suite 1200
Columbia, South Carolina 29211
(Via Hand Delivery)

Nyla M. Laney

AGREEMENT

between

BellSouth Telecommunications, Inc.

and

AT&T Communications of the Southern States, Inc.

Effective Date:

SOUTH CAROLINA

DISAGREE:

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24.1.2

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ATTACHMENTS

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the _____ day of _____, _____, is entered into by and between AT&T Communications of the Southern States, Inc., a New York corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, on behalf of itself and its Affiliates (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 11 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. **Provision of Local Service and Unbundled Network Elements**

1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements ("Network Elements") and certain combinations of such unbundled Network Elements ("Combinations"); (d) access to poles, rights of way and conduits; and (e) collocation (resale, interconnection, Network Elements and Combinations, access to rights of way, poles and conduits, and collocation shall collectively be referred to as "Services and Elements"). BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Attachments 1 – 14 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.

1.2 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the process provided in Attachment 10. Terminations of any Services or Elements shall be handled pursuant to Section 3 of the General Terms and Conditions of this Agreement.

1.3 BellSouth shall not discontinue Services and Elements provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld; provided, however, BellSouth may discontinue any telecommunications service available for resale as long as BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth further agrees to make any such service available to AT&T for resale to AT&T's end users who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T end users who may be purchasing any such service.

1.4 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any

obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. **Term of Agreement**

2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they may commence negotiations for a subsequent agreement ("Subsequent Agreement") with regard to the terms, conditions and obligations contained in this Agreement.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate the Subsequent Agreement, either Party may petition the Commission to establish appropriate terms and conditions for those unresolved issues pursuant to 47 U.S.C. 252. If the Commission fails to issue an order setting new terms and conditions prior to the expiration of this Agreement, the terms of this agreement shall continue in effect, on a month-to-month basis, at the same terms, conditions and prices as those in effect at the end of the then-current term, until resolved by the Commission.

2.4 The Parties must have commenced good faith negotiations within the time period set forth in Sections 2.2 and 2.3 of the Terms and Conditions of this Agreement in order for the Agreement to continue on a month-to-month basis. If such good faith negotiations have not commenced, unless the Parties agree otherwise, the Parties agree to submit the issue of having this Agreement continued on a month-to-month basis to the appropriate Commission. If such a request is made to the Commission, this Agreement will remain in effect on a month-to-month basis until the Commission has ruled.

3. **Termination of Agreement; Transitional Support**

3.1 AT&T may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any applicable tariff, in which event such specific period or

conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

4. **Good Faith Performance**

4.1 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Services and Elements and Combinations Under Other Agreements**

5.1 BellSouth shall make available and AT&T may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement. AT&T may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement.

5.2 Any dispute between the Parties concerning any election or exercise of an option by AT&T under this Section 5 shall be resolved pursuant to the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

6. **Responsibility of Each Party**

6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not

limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its end users pursuant to this Agreement.

8. **Responsibility For Environmental Contamination**

8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.

8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

8.3 For purposes of this Section 8, the following terms shall have the following meaning:

8.3.1 Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1);

8.3.2 "Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency ("EPA") under the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, et seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls ("PCBs"); and (4) radon.

8.3.3 "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

8.3.4 "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

9. **Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T end users contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

9.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement.

10. Liability and Indemnity

10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to AT&T during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the financial liability of AT&T to BellSouth during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

10.4 No Consequential Damages - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY,

STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 10, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS PURSUANT TO ATTACHMENT 9 OF THIS AGREEMENT, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

10.5 Obligation to Indemnify – Except as provided in Section 11 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors.

10.6 Obligation to Defend; Notice; Cooperation - Whenever a Claim shall arise for indemnification under this Section 10, the relevant

Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Intellectual Property Rights and Indemnification**

11.1 Use of Mark. Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of telecommunications services of any name, trade name, service mark or trademark of the other Party.

11.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.

11.3 BellSouth and AT&T (if and to the extent BellSouth uses AT&T facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.

11.4 BellSouth Indemnification. BellSouth will defend AT&T against claims of infringement arising solely from the use by AT&T of Services and Elements and will indemnify AT&T for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

11.4.1 For purposes of Section 11.4 of this Agreement, BellSouth's obligation to indemnify AT&T shall include the obligation to indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes

the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with AT&T, (i) procure for AT&T the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

11.5 AT&T Indemnification. AT&T (if and only to the extent AT&T provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of AT&T facilities or equipment, including software, and to the extent BellSouth uses AT&T facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

11.5.1 For purposes of Section 11.5 of this Agreement, AT&T's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of AT&T facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by AT&T hereunder become, or, in AT&T's reasonable opinion, be likely to become the subject of a claim of infringement, or should AT&T's use thereof be finally enjoined, then AT&T shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

11.6 In the event that the provisions of Section 11.4.1 or Section 11.5.1 of this Agreement are unreasonable for the indemnifying party to perform, then the indemnified party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 11.4 or Section 11.5 of this Agreement or to terminate the portion of the

Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment, including software, provided through the use of the infringing facilities or equipment, including software.

11.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.

11.8 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.

11.9 Exception to Obligations. Both Parties' obligations under this Section shall not apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

11.10 Exclusive Remedy. The foregoing shall constitute the sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

12. **Audits and Inspections**

12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.

12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place

agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

12.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.

12.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party

may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

13. Performance Measurement

13.1 Performance Measurements, Enforcement Measurements and any applicable enforcement mechanisms shall be as set forth in Attachment 9, incorporated herein by this reference.

13.2 BellSouth shall provide telecommunications services pursuant to Attachment 1 to AT&T for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including end users.

13.3 BellSouth shall provide, for the facilities and equipment of AT&T, interconnection with BellSouth's network that is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other third party.

13.4 To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, provided to AT&T by BellSouth shall be at least equal in quality to that which BellSouth provides to itself.

14. Force Majeure

14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, labor disputes,

earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Section 14.1 of this Agreement, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) there is a Force Majeure condition that affects the performance of said subcontractors, material persons, suppliers or other third persons, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where either Party is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. Certain Federal, State and Local Taxes

15.1 Definition. For purposes of this Section 15, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

15.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

15.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

15.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable, to the extent permitted by Applicable law, for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under Applicable Law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser

15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.

15.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, to the extent permitted by Section 15 with respect to the billing of services provided hereunder, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the

purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery

15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in

connection with any claim for or contest of any such tax or fee which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.

15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.5 Mutual Cooperation

15.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. Dispute Resolution Process

DISAGREE

AT&T PROPOSAL: Alternative Dispute Resolution. All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 14 to this Agreement, except: (i) disputes arising pursuant to the billing provisions contract in Attachment 6; and (ii) disputes or matters for which the Act specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 14 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A

request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 14.

BST PROPOSAL: Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights its may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

17. **Notices**

17.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Bill Peacock
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
AT&T
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Assistant Vice President
AT&T Account Team
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

General Attorney-Commercial Unit
BellSouth
Legal Department

675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

17.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **Confidentiality and Proprietary Information**

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section. All information which is to be treated as Confidential Information under this Agreement shall:

18.1.1 if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

18.1.2 if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

18.1.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

18.2 In addition to any requirements imposed by 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.

18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or

copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.

18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. Branding

19.1 AT&T shall provide the exclusive interface to AT&T end users, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T end users, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T end users shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. Directory Listings Requirements

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. AT&T and BAPCO have entered into an agreement, which is appended as Attachment 13 to this Agreement and incorporated herein by this reference, regarding BAPCO's treatment of AT&T's end users' directory listing information in directories published by BAPCO. BellSouth shall maintain the Directory Listings database, which includes AT&T's end users' directory listing information, used by BAPCO in publishing such directories in accordance with Section 20.2.1 below. Subject to execution of such agreement between AT&T and BAPCO, BAPCO shall publish directory listings as follows:

20.1.1.1 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to AT&T or any AT&T Customer one white pages basic Directory Listing for each AT&T Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish any white pages basic Directory Listing for any AT&T Customer whose Directory Listing has been identified as non-published. AT&T will be required to provide to BellSouth the names, addresses and telephone numbers of all AT&T end users that wish to be omitted from directories.

20.1.1.2 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for AT&T for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to AT&T for its Customers at the applicable wholesale discount set forth in Attachment 1.

20.1.1.3 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions to AT&T for its end users. Where BellSouth charges business customers for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each AT&T end user, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide "lead" information on AT&T end users to its Yellow Pages directory publishing Affiliate without written permission from AT&T.

20.1.2 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to AT&T's end user proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of AT&T Customers shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as accurate and complete as BellSouth's own listings or those of its Affiliates.

20.1.3 Reserved Rights. AT&T reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges AT&T a rate for inclusion of AT&T's unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.

20.2 Directory Listings Database

20.2.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, AT&T and any other carrier for whom BellSouth has agreed to publish Directory Listings. AT&T and BellSouth shall cooperate to ensure that Directory Listing information relating to AT&T end user is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth's Directory Listings database is updated for information relating to BellSouth's end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise AT&T as soon as possible, but in no event fewer than six (6) months in advance, of any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to AT&T.

20.2.2 Third Party Access to Directory Listings Database. AT&T authorizes BellSouth to provide Directory Listings of AT&T end user to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.

20.2.3 Co-operation. AT&T and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an AT&T end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either party, AT&T and BellSouth will in good faith mutually develop a process for escalating and resolving such issues.

21. Insurance Requirements

21.1 At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars ($10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars ($10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

22. Costs

22.1 Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

23. Disaster Recovery

23.1 The Parties will negotiate within six (6) months of the Effective Date of this Agreement a Disaster Recovery Plan.

24. Miscellaneous

24.1 Delegation or Assignment

24.1.1 BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any

prohibited assignment or delegations shall be null and void. In no event shall BellSouth require that this Agreement be assigned to an Affiliate to AT&T in order for such Affiliate to order Interconnection, Network Elements or services hereunder.

24.1.2 Transfer of Exchanges

DISAGREE

AT&T PROPOSAL:

If BellSouth, through a transfer of control or by operation of law, sells, exchanges, swaps, assigns, or transfers ownership or control of a BellSouth telephone exchange (any such transaction, a "Transfer") to a third party (a "Transferee"), BellSouth shall include in the definitive document(s) consummating such Transfer, the following provisions for the Transferee to agree to for the benefit of AT&T:

that the Transferee be bound by all of BellSouth's obligations in this Agreement with respect to the BellSouth exchanges which are the subject of the Transfer (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;

a representation that the Transfer shall have no impact on the operations or functionality of any of the Services provided under this Agreement to AT&T or its end users;

if the Transferee has an existing interconnection agreement with AT&T or any other entity at the time of the Transfer (an "Existing Agreement"), to make available to AT&T the option of having all or any portion of the terms and conditions of any Existing Agreement govern the Transferee's obligations to AT&T with respect to the Transferred Operations in lieu of the corresponding terms and conditions of this Agreement;

that the Transferee waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251(f) of the Act or other applicable law; and

that the Transferee engage in good faith negotiations with AT&T prior to the expiration of any interconnection agreement governing the Transferred Operations.

In addition, BellSouth hereby agrees that in the event of a Transfer, BellSouth shall guarantee the Transferee's performance under this Section 24.1.2.

BST PROPOSAL:

Strike entire section:

24.2 **Subcontracting**

24.2.1 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

24.3 **Nonexclusive Remedies**

24.3.1 Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

24.4 **No Third-Party Beneficiaries**

24.4.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

24.5 **Referenced Documents**

24.5.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards

(unless AT&T elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Section 16 of the General Terms and Conditions of this Agreement.

24.6 **Applicable Law**

24.6.1 [The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Georgia other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.] [OPEN-AT&T]

24.7 **Amendments or Waivers**

24.7.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

24.8 **Severability**

24.8.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

24.9 **Entire Agreement**

24.9.1 This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

24.10 **Survival of Obligations**

24.10.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

24.11 **Executed in Counterparts**

24.11.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

24.12 **Headings of No Force or Effect**

24.12.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

24.13 Notice of Network Changes

24.13.1 BellSouth shall comply with the requirements of 47 C.F.R. § 51.325, et seq., regarding notice to AT&T of any network change that will affect AT&T's performance or ability to provide service or that will affect BellSouth's interoperability with AT&T. This section shall be construed in accordance with the obligations contained within 47 C.F.R. § 51.325, et seq.

24.14 Court Ordered Requests for Call Detail Records and Other Subscriber Information

24.14.1 To the extent technically feasible, BellSouth maintains call detail records for AT&T end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for AT&T end users for the

same length of time it maintains such information for its own end users.

24.14.2 AT&T agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to AT&T end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.3 Where BellSouth is providing to AT&T telecommunications services for resale or providing to AT&T the local switching function, then AT&T agrees that in those cases where AT&T receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, if AT&T does not have the requested information, AT&T will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.4 In all other instances, AT&T will provide AT&T end user and/or other customer information that is available to AT&T in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T.

24.15 **Filing of Agreement**

24.15.1 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act.

24.16 **Other Proceedings**

24.16.1 Upon written request by AT&T, BellSouth agrees to negotiate rates, (if appropriate), terms and conditions to incorporate into this Agreement any obligation or commitment regarding interconnection, resale or access to Network Elements made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, including 47 U.S.C.§ 271 thereunder. If the Parties cannot reach an agreement regarding the rates, terms and conditions, either Party may, within

sixty (60) days after receipt of the request from AT&T, petition the state regulatory commission for resolution of the issue(s). The language to be negotiated and incorporated within this Agreement will be effective consistent with the effective date of the commitment or obligation made by BellSouth to the Governmental Body. AT&T's rights pursuant to this Section 4.2 shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to AT&T under this Agreement.

25. **Reservation of Rights**

25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.	BELLSOUTH TELECOMMUNICATIONS, INC.
By: _____	By: _____
Gregory P. Terry Vice President Local Services and Access Management	Jerry D. Hendrix Sr. Director Wholesale Pricing Operations
Date:_____	Date:_____

Attachment 1

Resale

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RESALE

1 Discount Rates

1.1 The discount applied to AT&T's purchase of BellSouth Telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by AT&T. Such discount shall reflect the costs attributable to any marketing, billing, collection and other costs avoided by BellSouth as specified in the Act, by the FCC and the appropriate state public service commission.

2 Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY ("CLEC") means a telephone company certificated by the public service commission to provide local exchange service.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.

2.3 DEPOSIT means assurance provided by a Customer of Record in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4 END USER means the ultimate user of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 RESALE means an activity wherein a CLEC, such as AT&T, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3 General Provisions

3.1 At the request of AT&T and pursuant to the requirements of the Act, AT&T may resell the telecommunications services of BellSouth that BellSouth provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. AT&T may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 AT&T must resell services to other end users;

3.1.2 AT&T must order services through resale interfaces, i. e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to Attachment 7 of this Agreement, incorporated herein by this reference; and

3.1.3 AT&T cannot be a CLEC for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to AT&T does not constitute a joint undertaking for the furnishing of any service.

3.3 AT&T will be the Customer of Record for all telecommunications services purchased from BellSouth for the purpose of resale. Except as specified herein, BellSouth will take orders from, bill and expect payment from AT&T for said services.

3.4 AT&T will be BellSouth's single point of contact for all services purchased pursuant to this Attachment 1. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of AT&T.

3.6 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.7 Current telephone numbers may normally be retained by end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. AT&T has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, solely in accordance with BellSouth's practices and procedures and on a non-discriminatory basis.

3.8 For the purpose of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with an on line access to telephone numbers pursuant to Attachment 5, Sections 1.2 and 1.3, incorporated herein by this reference.

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.11 BellSouth accepts no responsibility to any person for any unlawful act committed by AT&T or its end users as part of providing service to AT&T for purposes of resale or otherwise.

3.12 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.12.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or

3.12.2 Impair the privacy of any communications.

3.13 If AT&T utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, AT&T has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to AT&T remain the property of BellSouth.

3.15 White page directory listings will be provided in accordance with Section 20 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.16 BellSouth provides electronic access to customer record information pursuant to Section 2 of Attachment 6, incorporated herein by this reference. Customer record information includes customer specific information in the Customer Record Information System ("CRIS") and the Regional Street Address Guide ("RSAG"). AT&T agrees not to view, copy, or otherwise obtain access to the customer record information of any end user without that end user's permission, and further agrees that AT&T will obtain access to customer record information only in strict compliance with all applicable state and federal laws, rules and regulations.

3.17 All costs incurred by BellSouth to develop and implement the electronic interfaces shall be recovered from CLECs who utilize the services, unless otherwise ordered by the Commission. Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requirements for resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

3.18 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI")
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

3.19 Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package, available on BellSouth's website, shall be made available for resale without the wholesale discount.

3.20 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.21 If AT&T requests a special assembly, AT&T agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to AT&T prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any costs attributable to any marketing, billing, collection or other costs that will be avoided by BellSouth in providing the service to AT&T.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2.5 of Attachment 5, incorporated herein by this reference.

3.23 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers telecommunications services to end users who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes. Any change requiring modifications to BellSouth's electronic interface will be as set forth in Section 1.5 of Attachment 7, incorporated herein by this reference. The notification

given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes.

3.24 BellSouth shall provide 911/E911 for AT&T end users in the same manner that it is provided to BellSouth end users. BellSouth shall provide and validate AT&T end users information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T end users service information in the ALI/DMS data base (Automatic Location Identification/Database Management System) used to support 911/E911 services.

3.25 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

3.26 Pursuant to 47 CFR Section 51.617, BellSouth will bill AT&T end user common line charges identical to the end user common line charges BellSouth bills its end users.

3.27 In general, BellSouth will not become involved in disputes between AT&T and AT&T's end users over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, AT&T shall contact the designated service center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with AT&T to resolve the matter in as timely a manner as possible. AT&T may be required to submit documentation to substantiate the claim.

4 BellSouth's Provision of Services to AT&T

4.1 AT&T agrees that its resale of BellSouth services shall be as follows:

4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services

except for a restriction on the resale of cross-class selling and reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider ("IPP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by AT&T to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. AT&T shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.1.4 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services unless specifically provided for in BellSouth's retail tariffs.

4.1.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature.

4.1.6 BellSouth will provide AT&T will at least the capability to provide an AT&T end user the same experience as BellSouth provides its own end users with respect to all resold services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures.

4.2 **CLASS and Custom Features Requirements**

4.2.1 AT&T may purchase the entire set of CLASS and custom features and functions, or a subset of any one or any combination of such features, on an end user-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.

4.3 **Voluntary Federal Customer Financial Assistance Programs**

4.3.1 Local telecommunications services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth end user eligible for the Voluntary Federal Customer Financial Assistance Program, or other similar state programs, chooses to obtain local service from AT&T, BellSouth shall forward available information regarding such end user's eligibility to participate in such programs to AT&T, in electronic format in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

4.4 **Hospitality Service**

4.4.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

4.5 **Blocking Service**

4.5.1 BellSouth shall provide call blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third party and collect calls from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.

4.6 **Routing to Directory Assistance, Operator and Repair Services**

4.6.1 BellSouth shall make available to AT&T the ability to route calls utilizing the customized or compatible signaling protocol:

4.6.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by AT&T end users directly to the AT&T directory assistance services platform;

4.6.1.2 Local operator services calls (0+, 0-) dialed by AT&T end users directly to the AT&T local operator services platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T local operator services platform, using standard operator services dialing protocols of 0+ or 0-; and

4.6.1.3 Repair calls (e.g., 611) dialed by AT&T end users directly to the AT&T repair center.

4.6.2 All routing shall permit AT&T end users to dial the same telephone numbers for AT&T directory assistance, local operator service and repair that similarly situated BellSouth end users dial for reaching equivalent BellSouth services.

4.6.2.1 BellSouth branding is the default service level.

4.6.2.2 Unbranding, custom branding, and self branding require AT&T to order customized routing for each originating BellSouth end office identified by AT&T. Rates for customized routing are set forth in Exhibit C of this Attachment, incorporated herein by this reference.

4.6.2.3 Customer branding and self branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T operator service provider. Rates for trunks are set forth in applicable BellSouth tariffs, or Exhibit A of Attachment 2, incorporated herein by this reference.

4.6.2.4 Unbranding – Unbranded directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "no announcement."

4.7 **Busy Line Verification and Emergency Line Interrupt**

4.7.1 Where BellSouth does not route operator services traffic to AT&T's platform, BellSouth shall perform BLV/ELI for AT&T on resold BellSouth lines. Where BellSouth routes operator services traffic to

AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T operators.

4.8 **Directory Assistance and Operator Services**

4.8.1 Where BellSouth provides directory assistance service on behalf of AT&T, it shall be at the same level of directory assistance service available to BellSouth end users. If requested by AT&T, BellSouth will provide AT&T directory assistance service under the AT&T brand. Where not technically feasible, such calls will be unbranded.

4.8.2 Where BellSouth provides operator services on behalf of AT&T, it shall be at the same level of service available to BellSouth end users. BellSouth will provide service in accordance with all applicable state requirements for operator services.

4.8.3 Upon request, BellSouth agrees to provide AT&T operator services branded as an AT&T call. Where not technically feasible, such calls will be unbranded.

4.8.4 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T end users:

4.8.4.1 Instant credit on calls, as provided to BellSouth end users; and

4.8.4.2 Routing of calls to AT&T when requested via existing Operator Transfer Service ("OTS").

5 **Maintenance of Services**

5.1 AT&T and BellSouth will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding between AT&T and BellSouth dated February 3, 1997, or as amended, incorporated herein by this reference, regarding maintenance and installation of service.

5.2 Services resold pursuant to this Attachment 1 shall be maintained by BellSouth.

5.3 AT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by

connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.4 BellSouth will bill AT&T for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail end users for the same services.

5.5 BellSouth reserves the right to contact AT&T's end users on AT&T's behalf, if deemed necessary, for maintenance purposes.

5.6 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) provide AT&T supplied telephone numbers to callers who inquire about AT&T services or products; (iii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iv) do not provide information about BellSouth products or services.

6 Annoyance Calls

6.1 BellSouth will continue to process calls made to the annoyance call center and will advise AT&T when it is determined that annoyance calls are originated from one of its end user's locations. BellSouth shall be indemnified, defended and held harmless by AT&T and/or the end user against any claim, loss or damage arising from providing this information to AT&T. It is the responsibility of AT&T to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

7 Line Information Database ("LIDB")

7.1 The Parties' agreement relating to LIDB storage is included in Exhibit A to Attachment 6 of this Agreement, incorporated herein by this reference.

8 RAO Hosting

8.1 The Parties' agreement relating to RAO Hosting is included in Exhibit B to Attachment 6 of this Agreement, incorporated herein by this reference.

9 **Optional Daily Usage File ("ODUF")**

9.1 The Parties' agreement relating to ODUF is included in Exhibit C to Attachment 6 of this Agreement, incorporated herein by this reference.

10 **Enhanced Optional Daily Usage File ("EODUF")**

10.1 The Parties' agreement relating to EODUF is included in Exhibit D of Attachment 6 of this Agreement, incorporated herein by this reference.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by AT&T for the purposes of resale to AT&T end users shall be available at the following discount off of the retail rate. If AT&T cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

	DISCOUNT*		
STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When AT&T provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if AT&T provides its own operator services and directory services, the discount shall be 21.56%. AT&T must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

RATES FOR INTERFACE TO OPERATIONAL SUPPORT SYSTEMS

BellSouth has developed and made available the following mechanized systems by which AT&T may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON"). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	Electronic Per LSR received from AT&T by one of the interactive electronic interfaces	Manual Per LSR received from AT&T by means other than one of the interactive electronic interfaces
Electronic Interface LSR Charge	$3.50	$19.99
USOC	SOMEC	SOMAN

Note: In addition to the electronic interface charges, applicable discounted service order and related discounted charges apply per the tariff.

DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE

In the event AT&T provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

Note: Supplements or clarifications to a previously billed LSR will not incur another electronic interface charge.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 3)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch℠ Svc (See Note 5)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 6
4	Promotions - < 90 Days (Note 3)	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch℠ Svc (See Note 5)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	Customer Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 (Georgia) CSAs are available for resale at the same terms and conditions offered to BellSouth's customers.

3 Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.

4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, AT&T is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, AT&T shall purchase

BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. AT&T is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that AT&T may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.

5 AdWatch^{SM} Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

6 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:

(a) the stated tariff rate, less the wholesale discount;

(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

Customized routing, per unique line class code, per request, per switch	**USOC**	**South Carolina**
NRC	USRCR	$226.22
NRC – Manual Service Order		$27.84

ATTACHMENT 2

NETWORK ELEMENTS AND COMBINATIONS

DISAGREE:

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OPEN/AT&T:

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6.3.1.5
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NETWORK ELEMENTS AND COMBINATIONS

1. **Introduction**

1.1 This Attachment sets forth the Network Elements and Combinations that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the Network Elements and Combinations are described below in this Attachment 2. The prices for the Network Elements and Combinations are set forth in Exhibit A of this Attachment 2.

1.2 BellSouth agrees to provide to AT&T access to and AT&T agrees to utilize Network Elements and Combinations in accordance with effective rules and regulations of the FCC or Commission. The Parties further agree that should such rules and regulations become vacated or stayed, that the Parties shall conform this Attachment 2 accordingly.

2. **Network Elements and Combinations**

2.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: local loops; network interface devices; subloops; switching capabilities; interoffice transmission facilities; operations support systems functions; signaling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.

2.2 BellSouth shall provide to AT&T for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.

2.3 BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided to AT&T by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by AT&T that is

technically feasible. Any request by AT&T to interconnect at a point not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

2.4 BellSouth will provide Network Elements and Combinations to AT&T via a standard interface that allows the Network Elements and Combinations to operate within the appropriate technical specification unless another technically feasible interface is agreed to by the Parties. AT&T, at its option, may designate other interfaces using the process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

2.5 AT&T may use one or more Network Elements and Combinations to provide to itself, its affiliates and to AT&T end users any feature, function, capability or service option that such Network Elements and Combinations are technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

2.6 In addition to Combinations furnished by BellSouth to AT&T hereunder, BellSouth shall permit AT&T to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T end users.

2.7 Except upon request by AT&T, BellSouth shall not separate requested Network Elements that BellSouth currently combines.

2.7.1 DISAGREE

BST PROPOSAL: For the purposes of this Agreement, Network Elements shall be deemed to be currently combined in BellSouth's network when such elements are in fact combined by BellSouth to provide service to a particular end user at a particular location. BellSouth will make available new, not Currently Combined EELs, combinations of Loops and transport Network Elements, in density zone 1 of the Miami, Orlando, and Ft. Lauderdale, FL; Charlotte and Greensboro, NC; New Orleans, LA; and Nashville, TN, MSAs at the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference.

AT&T PROPOSAL: Currently combined Network Elements are defined as elements that BellSouth ordinarily combines in its own network in the manner in which they are typically combined. AT&T may order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed. Combinations that meet the definition of this Section 2.7.1 are identified in Exhibit B of this Attachment 2, incorporated herein by this reference.

2.8 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or light guide cross connect panel or a main distribution frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides Combinations to AT&T, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined Network Elements.

2.9 DISAGREE

BST PROPOSAL: The nonrecurring rates set forth in Exhibit A of this Attachment 2 are for Currently Combined Network Elements.

AT&T PROPOSAL: BellSouth shall not charge AT&T an Interconnection fee or demand other consideration for directly interconnecting any Network Element or Combination to any other Network Element or Combination provided by BellSouth to AT&T if BellSouth directly interconnects the same Network Elements or Combinations in providing any service to its own end users or a BellSouth affiliate, including the use of intermediary devices, such as a digital cross connect panel, to perform such interconnection.

2.10 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.

2.11 **DISAGREE**

BST PROPOSAL: Special Access Service Conversions

AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth a letter certifying that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits. AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

AT&T certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to

be connected to BellSouth tariffed services; or

The requesting carrier certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

BellSouth may at its sole discretion audit AT&T records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and AT&T shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, AT&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.

When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

AT&T PROPOSAL:

As part of its obligation to offer Network Elements to AT&T, BellSouth shall permit AT&T to substitute Network Elements and/or Combinations providing identical functionality for any

telecommunications services, including but not limited to, access service purchased by AT&T pursuant to either contract or tariff.

Any substitution of Network Elements an/or Combinations for services shall be subject to all of the requirements of this Attachment 2 that are applicable to AT&T's purchase of Network Elements and Combinations from BellSouth, and shall include without imitation the following:

When any existing service employed by AT&T is replaced with Network Elements and/or Combinations, BellSouth shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.

Charges for the conversion of an existing service to Network Elements and/or Combinations, if any, shall be set forth in Exhibit A to this Attachment 2, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

AT&T may request the conversion of any existing service to Network Elements and/or Combinations by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit separate LSRs or ASRs for each service to be converted for the same end user account. BellSouth shall facilitate all conversions requested by AT&T without disruption of service.

BellSouth agrees that with respect to all Network Elements and/or Combinations substituted for telecommunications services:

Except where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by BellSouth of notice from AT&T, and recurring charges set forth in Exhibits A or B of this Attachment 2 applicable to Network Elements and/or Combinations shall apply as of such date where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Exhibits A or B of this Attachment 2

applicable to Network Elements shall apply effective upon the earlier of (i) the date on which BellSouth completes the requested work or (ii) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether BellSouth has in fact completed such work. BellSouth shall bill the date prior to the date on which billing at Network Element rates commences pursuant to this section.

In addition to any other performance requirements applicable pursuant to Attachment 9of this Agreement, BellSouth shall provide service quality (including without limitation mean time to repair) for the Network Elements use to provide the service being replaced at a level no less favourable to AT&T than the level of service BellSouth provides for the service being replaced (or any other BellSouth service of comparable functionality.)

In recognition of the fact that AT&T's continued payments to BellSouth for use of Network Elements shall compensate BellSouth for its investment in the facilities originally used to provide services to AT&T, in the event that the termination of any service that is converted to Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to tariff or contract, any lawful termination liabilities or other requirements shall be limited in the following ways:

For requirements based on the purchase by AT&T of specific aggregate volumes of services from BellSouth, the purchase price paid by AT&T to BellSouth for the Network Elements that replace any service shall be included in the calculation of AT&T purchases that apply toward such volume requirements.

For tariffs or contracts requiring minimum service terms for individual services ordered by AT&T, any lawful penalty for early termination shall be reduced by subtracting from the otherwise applicable lawful penalty an amount equal to (i) the otherwise applicable lawful penalty, multiplied by (ii) a fraction equal to (A) the recurring fixed or usage-based charges to be payable by AT&T for the Network Elements that replace the service following the conversion, divided by (B) the recurring fixed or usage-based charges that were payable by AT&T for the service being replaced prior to the conversion. For example, if the recurring monthly charges for a service prior to the conversion had been $100, the recurring monthly charges for the Network Elements following the conversion will be $60, and the otherwise applicable lawful

termination penalty would be $10, the termination penalty shall be reduced to $4 [or $10-$10 (60/100].

2.12 Standards for Network Elements

2.12.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

2.12.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

2.12.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to AT&T shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

2.12.4 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of AT&T to offer a telecommunications service in the manner AT&T intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

3. Local Loops

3.1 Definition

3.1.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop Demarcation Point at an end user's premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of such transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

3.2 The provisioning of service to AT&T will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in Collocation Space. These cross-connects are not considered part of the loop. The purchase of such cross-connects shall be pursuant to Attachment 4, incorporated herein by this reference.

3.3 Line Conditioning. The rates for line conditioning shall be as set forth in Exhibit A of this Attachment 2 incorporated herein by this reference. BellSouth shall condition lines required to be unbundled wherever AT&T requests, whether or not BellSouth offers advanced services to the end user on that loop.

3.3.1 Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

3.3.2 In so far as it is technically feasible, BellSouth shall test and report trouble for all the features, functions and capabilities of conditioned lines, and may not restrict testing to voice-transmission only.

3.4 As a chargeable option on all loops except unbundled copper loop ("UCL"), BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow AT&T the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis.

3.5 BellSouth will offer unbundled voice-grade loops ("UVL") Service Level Two ("SL2").

3.5.1 SL2 loops shall have test points, will be designed with a design layout record ("DLR") provided to AT&T, and will be provided with order coordination ("OC"). The OC feature will allow AT&T to coordinate the installation of the loop with the disconnect of an existing end user's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

3.5.2 AT&T will be responsible for isolating troubles on SL2 loops. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if trouble actually exists.

BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

3.5.3 If AT&T reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.

3.6 BellSouth will also offer unbundled digital loops ("UDL"). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

3.6.1 AT&T will be responsible for isolating troubles on UDL. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

3.6.2 If AT&T reports a trouble on a UDL and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.

3.7 In addition to the UVLs and UDLs, BellSouth shall make available an UCL. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - short and long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when AT&T wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

3.7.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.

3.7.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. AT&T may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of AT&T's choosing. AT&T will determine the type of service that will be provided over the loop.

3.7.3 **[Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, AT&T agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that will apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL.] [OPEN-AT&T]**

3.7.4 The UCL shall be provided to AT&T in accordance withBellSouth's Technical Reference 73600.

3.8 Provisioning and Coordinated Cutovers

DISAGREE

BST PROPOSAL: The coordination procedures set forth in Exhibit C shall apply for coordinated cutovers.

AT&T PROPOSAL: The procedures contained in Exhibits C and D to this Attachment 2 shall apply for AT&T to order and BellSouth to provision Hot Cuts and UNE Loops.

3.9 Technical Requirements

3.9.1 BellSouth shall offer Loops capable of providing the following:

3.9.1.1 2-wire analog voice grade Loop provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals and using either Loop-start or ground start signaling;

3.9.1.2 4-wire analog voice grade Loop provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex.;

3.9.1.3 2-wire ISDN digital grade Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 144 kbps digital services using the ISDN 2B1Q line code;

3.9.1.4 AT&T will be responsible for providing BellSouth with a Service Profile Identifier ("SPID") associated with a particular ISDN-cable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service;

3.9.1.5 ADSL-capable Loop – an ADSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable Loop provided by BellSouth is designed to RRD guidelines and is expected to support ADSL service;

3.9.1.6 HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDLS-capable Loop provided by BellSouth is designed to CSA guidelines and is expected to support HDSL service;

3.9.1.7 4-wire DS-1 Loop provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code and may terminate on a smart jack; and

3.9.1.8 UCL is a dry copper Loop, not intended to support any particular telecommunications service. UCL Loops are offered pursuant to Section 3.7 of this Attachment 2. The UCL is available with a no signaling option.

3.9.2 DISAGREE

AT&T PROPOSAL:

At the written request of either Party, the Parties shall negotiate one or more amendments to this Attachment addressing issues relating to line sharing in connection with deployment of advanced services by the Parties.

BST PROPOSAL:

The following provisions shall apply until the Parties negotiate a line sharing arrangement pursuant to the effective rules and regulations of the FCC. At such time, the Parties will amend these provisions to reflect their agreement.

In cases in which AT&T has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that

these loops provide electrical continuity and balance relative to tip-and-ring.

AT&T, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to AT&T's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. AT&T will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

In addition, AT&T recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that AT&T has placed on the loop. If this occurs, BellSouth will work cooperatively with AT&T to restore the circuit to its previous modified status as quickly as possible. AT&T will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

3.10 Line Sharing

DISAGREE

BST Proposal:

BellSouth shall provide AT&T access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide AT&T with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow AT&T's the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum

(from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. AT&T shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. AT&T shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

The following loop requirements are necessary for AT&T to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and AT&T shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable AT&T to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for AT&T if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and AT&T shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If AT&T requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, AT&T shall pay for the loop to be restored to its original state.

AT&T's meet point is the point of termination for AT&T at the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the AT&T's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the AT&T's xDSL equipment in AT&T's collocation space.

AT&T shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

PROVISIONING OF THE HIGH FREQUENCY SPECTRUM AND SPLITTERS

BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, AT&T and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of AT&T's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and AT&T will reevaluate this forty-two (42) day interval on or before August 1, 2000.

On or after June 6, 2000, once a splitter is installed on behalf of AT&T in a central office, AT&T shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide AT&T access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide AT&T with a carrier notification letter at least 30 days before of such change and shall work collaboratively with AT&T to select a mutually agreeable brand of splitter for use by BellSouth. AT&T shall thereafter purchase ports on the splitter as set forth more fully below.

BellSouth will install the splitter in (i) a common area close to the AT&T collocation area, if possible; or (ii) in a BellSouth relay rack as close to the AT&T DS0 termination point as possible. For purposes of this section, a common area is defined as an area in

the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified AT&T DS0 at such time that a AT&T end user's service is established.

The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase a full stand-alone loop unbundled network element.

AT&T and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios.

Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

To order the High Frequency Spectrum of a particular loop, AT&T must have a DSLAM collocated in the central office that serves the end-user of such loop.

BellSouth will provide AT&T the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

For 1-5 lines at the same address within three (3) business days from the receipt of the FOC; 6-10 lines at same address within 5 business days from the receipt of the FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and AT&T will re-evaluate these intervals on or before August 1, 2000.

AT&T will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum.

MAINTENANCE AND REPAIR

AT&T shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. AT&T may access the loop at the point where the combined voice and data signal exits the central office splitter.

BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point in the central office. AT&T will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

If the problem encountered appears to impact primarily the xDSL service, the end user should call AT&T. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

BellSouth and AT&T will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which AT&T has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

In the event AT&T's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify AT&T and allow twenty-four (24) hours to cure the trouble. If AT&T fails to resolve the trouble, BellSouth may discontinue AT&T's access to the High Frequency Spectrum on such loop.

PRICING

BellSouth and AT&T agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions

BellSouth and AT&T enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or AT&T may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or AT&T may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or AT&T might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide AT&T with access to the High Frequency Spectrum. The rates set forth in Exhibit A are interim rates and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

BellSouth shall make available to AT&T any agreement for the High Frequency Spectrum entered into between BellSouth and any other AT&T that has been filed and approved by a public Service Comission. If AT&T elects to adopt such agreement, AT&T shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

AT&T PROPOSAL:

INTRODUCTION

BellSouth shall support AT&T's ability to provide combinations of voice services, data services, or voice and data services.

AT&T may propose that any term or provision in this Part IV-A be amended, modified or deleted upon thirty (30) day written notice. If the Parties do not mutually agree to any change in this Part IV-A within thirty (30) days after written notice is provided, any dispute shall be resolved according to the Alternative Dispute Resolution process set forth in Part 1.C.16 (General Terms and Conditions) of this Agreement.

DEFINITIONS

BellSouth Line Sharing – Use of the High Frequency Spectrum ("HFS") of the local loop by AT&T or a third party CLEC to provide Advanced Services to customers that obtain retail local voice service from BellSouth on the same local loop, as addressed in the FCC's Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and other applicable law.

High Frequency Spectrum (HFS) loop access – Use of the HFS of the loop by AT&T or a third party authorized by AT&T to provide Advanced Services, on UNE loops employed by AT&T in a UNE-P configuration to provide customers retail local voice service. In this configuration, AT&T leases the entire UNE Loop from BellSouth, and BellSouth performs operational activities necessary to facilitate extracting the high frequency loop spectrum so that AT&T or an authorized Advanced Services Provider can utilize the high frequency portion of the leased loop.

Authorized Advanced Services Provider – A CLEC, or any other entity, with whom AT&T has partnered to provide services in the HFS.

UNE Loop – The term "UNE Loop" refers to both stand-alone loops and loops used in combination with unbundled switch ports.

GENERAL REQUIREMENTS

AT&T shall have the right to provide voice service (to any customer who elects AT&T as its voice service provider) over the same loop that BellSouth, or any data affiliate of BellSouth or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. BellSouth agrees to continue to provide all existing data services in the HFS, on a prospective basis, to any customer that chooses AT&T as their local service carrier for voice services and the retail customer desires continuation of such service.

Whenever AT&T acquires a loop from BellSouth that has existing data service operating in the HFS of the loop AT&T shall be charged for the entire UNE loop and BellSouth shall cease charging the existing data provider for utilizing the HFS of the UNE loop.

Whenever AT&T provides service utilizing an unbundled loop, either as part of UNE-P or otherwise, AT&T shall control the entire loop spectrum. In addition, AT&T has the right to offer services with the high frequency portion of the UNE loop either by itself or via an authorized Advanced Services Provider.

BellSouth, in conjunction with AT&T, shall institute procedures to allow AT&T or an authorized Advanced Services Provider to order HFS data capabilities on the AT&T UNE loop.

The billing for these additional features shall be billed to AT&T, or to an authorized Advanced Services Provider, per AT&T's direction.

BellSouth and AT&T shall jointly develop and engage in operational readiness testing and subsequently deploy mutually agreeable operational capabilities that deliver non-discriminatory support, whether compared to BellSouth operations or any affiliate of BellSouth (or the parent company) that provides comparable data service involving use of the HFS of a loop.

The manner in which the above provisions will be implemented is set forth below.

PROCEDURAL REQUIREMENTS

Operational procedures shall address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for line sharing and HFS loop access arrangements. Unless otherwise specified, support requirements will be equally applicable to both line sharing and HFS loop access. BellSouth agrees to immediately engage in a collaborative process to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to line sharing and HFS access, regardless of form. If the collaborative process does not result in mutually agreeable operational procedures in a timely manner, either Party may elect to resolve the remaining disputes in accordance with the Alternative Dispute Resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement.

AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENTS

AT&T may identify one or more CLECs as an authorized Advanced Services Provider, on a central office by central office basis, that is authorized by AT&T to add, change or delete advanced services capabilities within the HFS of a local loop UNE employed or ordered by AT&T. In such instances, AT&T will provide BellSouth with written authorization that identifies the central offices in which AT&T will engage Advanced Services Providers and, for each of the central offices, AT&T will further identify the specific providers that are authorized to access the HFS portion of an AT&T UNE loop. AT&T may modify this authorization and such changes will become effective upon thirty (30) days notice by AT&T, unless a different time period is otherwise mutually agreed. Unless AT&T provides written authorization, as required in this section, BellSouth shall reject any orders from any party, other than AT&T, that seeks to utilize, modify or in any manner affect the operation of the UNE loop employed or ordered by AT&T.

In addition to providing a list of the approved data CLECs as described in Section 5.1 above; AT&T, at its option, may inform BellSouth of these authorized Advanced Services Providers through other means, such as by an arranged assumption that if AT&T identifies the data CLEC on the order, then AT&T has an arrangement with the data CLEC.

ADVANCED NOTIFICATION

BellSouth shall provide advanced notification to AT&T that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available to its retail operations or to any affiliate of BellSouth. This advance notification interval shall exceed the longest standard interval required to provide physical collocation space (both process the inquiry and subsequently provide physical collocation) in any of the central offices identified in the notification. Failure to provide notice as documented herein shall result in the consequences set forth Attachment 9 of this Agreement.

ADVANCED SERVICES EQUIPMENT DEPLOYMENT

AT&T may directly deploy, or deploy through an affiliated third party, any advanced services equipment that operates within the PSD mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

BellSouth shall not withhold any operational support so as to limit AT&T's ability to connect its advanced services equipment to a loop UNE. BellSouth may deny support only after it has made a showing to and obtained a finding by the relevant state Commission that the deployment of advanced services equipment that AT&T seeks to utilize will significantly degrade the performance of another advanced service or other voice-based services. To the extent an authorized Advanced Services Provider seeks to deploy advanced services equipment on a loop UNE used or ordered by AT&T, BellSouth shall only refuse to provide support to the extent it is permitted under the least restrictive of AT&T's or the authorized Advanced Services Provider's interconnection agreement, or as applied to the BellSouth's affiliate.

AT&T, at its option, may utilize a splitter provider by BellSouth or deploy its own splitter either directly or by utilizing an AT&T authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

BellSouth splitters shall be available to AT&T or its authorized Advanced Services Provider on a line by line basis. AT&T or an AT&T authorized Advanced Services Provider will furnish the Connecting Facility Assignment (CFA) to BellSouth in order that BellSouth connect the HFS (data) loop to the designated POI.

BellSouth may employ shielded cable, high twist copper, standard twisted pairs, or other reasonable transmission media to connect advanced service equipment and the UNEs provided by BellSouth. AT&T shall only be charged for standard twisted pair connections unless AT&T provides written authorization for BellSouth to do otherwise.

PRE-ORDERING

BellSouth shall provide AT&T with electronic access to all loop make-up information that is currently or subsequently made available on an electronic basis to any employees of BellSouth or BellSouth affiliate(s). AT&T, at its option, may also authorize BellSouth to provide electronic access to all loop make-up information, requested by one or more AT&T authorized Advanced Services Providers, for the purpose of determining availability of loops capable of delivering HFS in partnership with AT&T. Such electronic access shall be made available to AT&T within thirty (30) days of AT&T's request whether or not BellSouth has instituted database security procedures. BellSouth will provide AT&T with advance notice of any changes to the information content, structure, business rules or any other factors relevant to the information access in accordance with Attachment 7 to this Agreement. BellSouth will offer training for AT&T personnel that is no less complete and timely as that provided to other CLECs, personnel of BellSouth or BellSouth affiliates who utilize the loop qualification information. To the extent AT&T requires additional loop qualification information that is not available electronically from BellSouth, but is maintained in manual records, BellSouth shall make such information available in a mutually agreeable form within the same time frame that the information is available to BellSouth's own personnel or that of the relevant BellSouth's subsidiary or affiliate.

Unless specifically waived by AT&T, BellSouth shall make all qualification information, sufficient to answer the following questions, available to AT&T in a nondiscriminatory manner:

Is there a digital loop carrier (DLC) present anywhere between the customer's premises and serving central office? If so, what type of DLC is present? Will it support xDSL service? Can it be removed and replaced with copper facilities?

Are there any intervening active or passive electronics on the loop that can reasonably be expected to affect the information

carrying capacity of the loop facility? If so, what are they and where are they located? Can it be removed and replaced with copper facilities?

What are the working and total length of the loop and how many feet of each wire gauge make up the length of the working loop?

Are there bridge taps on the loop? If so, what are the locations, length and gauge of each? Can they be removed?

What is the total loop resistance measured in ohms?

How many "disturbers" are present within the same binder group in which the loop (under consideration) is located and what is the nature of each disturber? These disturbers are inclusive of but not limited to those listed in T1.413 Issue 2.

How many "disturbers" are present within the same cable and what is the nature of each? These disturbers are inclusive of but not limited to those listed in T1.413 Issue 2.

What loop design strategy was used for the loop? (e.g., Resistance Design (RD), Long-Route Design (LRD) or Unigauge (UG), which were largely employed prior to 1980, and Revised Resistance Design (RRD), Modified Long-Route Design (MLRD) and Concentrated Range Extender with Gain (CREG) which are employed primarily on a going-forward basis.)

BellSouth, within thirty (30) days of the Effective Date of this Agreement, shall disclose to AT&T all loop qualification data that is used or useful for understanding the transmission characteristic of a loop, irrespective of whether or not the retail operations of BellSouth or to the advanced services affiliate of BellSouth currently utilizes such information. BellSouth shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, BellSouth shall identify the most reliable source. Information disclosure shall not be limited to that necessary to answer the preceding questions. For example, to the extent BellSouth keeps records that may permit AT&T to understand the quality of the loop, such records must be identified, including any overall quality indicator that may be retained with the loop record, even if it is subjective in nature. Likewise any baseline test results recorded for the loop and/or any history of trouble tickets logged for the loop under consideration should be identified. Within thirty (30) days of

supplying the preceding information, unless mutually agreeable to allow more time, AT&T and BellSouth shall identify information that will be provided on a routine loop qualification request and what shall be provided through other request mechanisms. In addition, AT&T and BellSouth shall agree upon which items shall be provided electronically and which may be provided through alternative mechanism and the time frames in which such access shall be provided.

BellSouth shall provide AT&T with any information currently available or subsequently made available directly or indirectly to its retail operation and/or affiliates. Such information includes but is not limited to any assessment of what specific variant of xDSL capability a loop can support and whether such support is contingent upon utilization of particular brand(s) or model(s) of network equipment or premises deployed equipment. Until detailed loop qualification information that meets AT&T's requirements is provided BellSouth shall provide but not charge for loop qualification information.

ORDERING

BellSouth shall implement ordering procedures that support AT&T line sharing or access to the HFS of the UNE loop. AT&T, at its option, may also authorize BellSouth to process orders, issued by one or more AT&T authorized Advanced Services Providers, for the purpose of adding, changing or removing capabilities to deliver service in the high frequency spectrum in partnership with AT&T. BellSouth will provide complete documentation and technical assistance necessary for AT&T to understand order format, information content, business rules and all system/network interface requirements necessary to accomplish each of the following tasks:

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P while leaving the service in the HFS of the loop intact. As part of the conversion order, billing of HFS loop UNE to the Advanced Services Provider shall be terminated.

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P and, as part of the same transaction, deliver the HFS (data) loop to the AT&T designated POI. AT&T, at its option, may issue the necessary order(s) to provide the advanced services capability or AT&T may provide the advanced service capability through an AT&T authorized Advanced Services Provider.

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P and, as part of the same transaction, discontinue the advanced service.

Where AT&T seeks to add advanced service capability to a UNE loop leased by AT&T, whether on a stand alone basis or as part of UNE-P, install a line splitter to deliver the HFS (data) loop to the AT&T designated POI, perform any necessary conditioning, and perform any operational support as directed by AT&T. AT&T, at its option, may issue the order(s) to provide the advanced services capability or AT&T may issue the orders through an authorized Advanced Services Provider.

Change the AT&T designated POI for the advanced service capability. AT&T, at its option, may issue the necessary order(s) to change the HFS (data) POI location, or AT&T may provide the advanced services capability through an authorized Advanced Services Provider.

Add voice capability, where none currently exists, to a loop where only the high frequency spectrum is used for service delivery. BellSouth shall provide the capability to utilize the telephone number of any voice line currently provided by BellSouth to the retail customer at that same location, provided the retail customer disconnects the associated BellSouth line with that telephone number, and AT&T provides service, via UNE-P from the same central office. As part of the conversion order, BellSouth shall redirect billing of the loop UNE from the Advanced Services Provider to AT&T.

BellSouth shall provide AT&T with the advanced opportunity to test all newly instituted or revised ordering capabilities in conjunction with it own internal systems through a separate testing environment that fully reflects the functionality that will deployed in commercial market operations. Such testing will be provided in accordance with Attachment 7 of this Agreement.

To the extent necessary, AT&T and BellSouth will develop a mutually agreeable methodology for conveying Connecting Facility Assignments (CFAs) for the advanced services equipment deployed in collocation space for those instances where AT&T, rather than an authorized Advanced Services Provider, is providing the advanced services capability.

PROVISIONING

BellSouth provisioning activities associated with HFS access shall not introduce a greater degree of service interruption or service degradation than that experienced when BellSouth line engages in line sharing.

BellSouth shall implement mutually agreeable provisioning procedures for each ordering case identified above. Such procedures shall be fully deployed and demonstrated to meet minimum performance criteria as defined in Attachment 9 by the earlier of thirty (30) days after the Effective Date of this Agreement or when BellSouth deploys procedures to support its line sharing with any CLEC or any advanced service affiliate of BellSouth.

For any ordering case affecting a loop where an advanced service is operable, existing wiring shall not be disturbed nor shall service in the HFS be interrupted or otherwise degraded except as documented, in advance, within mutually agreeable provisioning procedures.

MAINTENANCE

BellSouth will provide AT&T and any AT&T authorized Advanced Services Provider with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide advanced services from those for voice services and from those used in common for voice and advanced services. When AT&T provides the advanced service capability, BellSouth must either provide a mutually agreeable remote test access alternative (i.e., MLT or equivalent) that permits the same degree of trouble isolation by AT&T. Regardless of the party providing the advanced services capability, BellSouth shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the retail customer side of the splitter, any splitter that BellSouth has deployed and all in office wiring that BellSouth performs. BellSouth shall cooperate with AT&T and any AT&T authorized Advanced Services Provider(s) for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

Maintenance metrics shall be reported separately for loops without any advanced services operating, loops which utilize the HFS for data service, and loops supporting only advanced services.

BILLING

Any chargeable activities initiated by an AT&T authorized Advanced Services Provider, as provided for in this section, shall at AT&T's request be billed by BellSouth to the authorized Advanced Services Provider pursuant to that party's interconnection agreement.

3.11 Integrated Digital Loop Carriers

3.11.1 If AT&T requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing cooper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit AT&T to order a Loop and to provide AT&T with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.

3.11.2 **DISAGREE**

AT&T PROPOSAL:

In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide AT&T with the following options:

a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T;

access to a Loop facility and appropriate collocation space in the remote terminal; and

a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL capabilities of equivalent quality to those deployed by BellSouth or its affiliates.

BST PROPOSAL:

~~**In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide AT&T with the following options:**~~

~~**a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T;**~~

~~**access to a Loop facility and appropriate collocation space in the remote terminal; and**~~

~~**a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL capabilities of equivalent quality to those deployed by BellSouth or its affiliates.**~~

4. Network Interface Device ("NID")

4.1 Definition. The NID is defined as any means of interconnection of end user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user's premises. The NID features two independent chambers or divisions that separate the service provider's network from the on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end user each

make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.2 BellSouth shall permit AT&T to connect AT&T's loop facilities to on-premises wiring through BellSouth's NID or at any other technically feasible point.

4.3 **Access to Network Interface Device**

4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), AT&T may access the subscriber's inside wire by any of the following means:

4.3.1.1 BellSouth shall allow AT&T to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.

4.3.1.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.3.1.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.3.1.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.3.2 **[In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors without adhering to state regulatory requirements and without providing prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection (if applicable), to maintain the physical integrity of the NID and to assume full liability for its actions and for any adverse consequences that may result.] [OPEN-BST]**

4.3.3 In no case shall either Party remove or disconnect ground wires from the other Party's NID, enclosures, or protectors.

4.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

4.3.5 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with AT&T to develop specific procedures to establish the most effective means of implementing this section.

4.3.6 Technical Requirements

4.3.6.1 The NID shall provide an accessible point of interconnection for the on-premise wiring, for BellSouth's facilities, for the Subloop Distribution and/or cross connect to AT&T's NID, and shall maintain a connection to ground.

4.3.6.2 The NID shall be capable of transferring electrical analog or digital signals between the on-premise wiring and the Subloop Distribution and/or cross connect to AT&T's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.6.3 Where a BellSouth NID exists, it is provided in its "as is" condition. AT&T may request BellSouth do additional work to the NID at the time and materials charges set forth in the appropriate BellSouth Tariff.

4.3.6.4 When AT&T deploys its own local loops with respect to multiple-line termination devices, AT&T shall specify the quantity of NID connections it requires within such device.

5. Subloops

5.1 Definitions

5.1.1 Subloop. The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, ("NID") the minimum point of entry, ("MPOE") the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface ("FDI").

5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end user customer premises as far as the point of demarcation as defined in 47 C.F.R. § 68.3, including the loop plant near the end user customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.

5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.

5.2 **Subloop Distribution – DISAGREE**

BST PROPOSAL:

Subloop Distribution

Definition

Subloop Distribution is that portion of the loop between an accessible terminal on the end user side of an FDI, and the end user's point of demarcation. An accessible terminal is a point on the loop where the sub-loop can be accessed without removing a splice case. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a Network Interface Device ("NID"), a minimum point of entry ("MPOE"), or single point of interconnection ("SPOI") on a multi-unit premises which is constructed by BellSouth pursuant to Section 5.2.5 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.

Subloop Distribution will be copper twisted pair.

If AT&T requests a copper twisted distribution pair and it is not available, AT&T may use the Special Construction process to determine the cost of providing the copper facilities.

Requirements for Subloop Distribution

Subloop distribution shall be capable of carrying all signaling messages or tones that are technically feasible for media copper facilities.

BellSouth will provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference

BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.

Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section ____ of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.

Single Unit & Multiunit Installation

In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of copper facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.

In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, access to Sub-Loop Distribution shall be provided to AT&T either by Unbundled Sub-Loop Distribution ("USL-D"), Unbundled Sub-Loop Intra-building Network Cable ("USL-INC") or Unbundled Network Terminating Wire ("UNTW") as requested by AT&T, at the appropriate rate set forth in Exhibit A to this Attachment.

Unbundled Sub-loop – Distribution ("USL-D"). USL-D is the Subloop element which includes the facility from a cross-connect device in the field (i.e., terminal block or cross connect panel) on the end user side of a Feeder Distribution Interface ("FDI"), or any other interconnection point in between these points, to the end user's point of demarcation.

Where AT&T has requested access to the USL-D, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity is sufficient to meet AT&T's request, BellSouth will perform the set-up work to connect AT&T's cable pairs within the cross-connect device. AT&T will then deliver its feeder facility cable to the BellSouth cross-connect device in the field. AT&T's cable will be connected, by a BellSouth technician, to a cross-connect panel within BellSouth's cross-connect device.

Once the set-up work has been completed, AT&T may order the USL-D pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the ordered USL-D pairs to AT&T's cable pairs within the BellSouth cross-connect device.

If existing capacity is not sufficient to accommodate AT&T's request for USL-D, and work must be done to modify existing BellSouth facilities or add new facilities, AT&T may use BellSouth's Special Construction ("SC") process to determine additional costs required to provision the USL-D. AT&T will then have the option of paying the SC charges to modify the BellSouth facilities.

Unbundled Sub-Loop-Intrabuilding Network Cable ("USL-INC") (a.k.a. riser cable). USL-INC is the distribution facility inside a building or between buildings on the same premises (continuous property not separated by a public street or road) and is on BellSouth's side of the demarcation point. INCs are used to distribute network access facilities to equipment rooms (wiring closet), cross-connection or other distribution point on which connection is made with customer premises wiring. Sub-Loop-INC will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.

Where AT&T has requested access to the USL-INC, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity and space is sufficient to meet AT&T's request, BellSouth will perform the set-up work. BellSouth will provide and install a cross-connect panel for the purpose of providing AT&T access to the USL-INC pairs. The cross-connect panel will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for AT&T's use on this cross-connect panel. AT&T will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

Once the set-up work has been completed, AT&T may order USL-INC pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the requested USL-INC pairs on the cross-connect block and AT&T will have access to the requested USL-INC pairs to connect to its facilities.

Unbundled Network Terminating Wire ("UNTW"). **UNTW is twisted-pair copper wire that extends from the BellSouth Garden Terminal or Wiring Closet at the point of termination of BellSouth's loop distribution facilities to the end-user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.**

Requirements

On a multi-unit premises where BellSouth owns the network terminating wire, and by request of AT&T, BellSouth will construct an Access Terminal at each Garden Terminal or in a Wiring Closet location that is suitable for use by multiple carriers. In a Multi-Dwelling Unit ("MDU"), UNTW pairs at each Access Terminal location will be connected to the Access Terminals. AT&T will be required to deliver and connect its central office facilities to this Access Terminal. AT&T is responsible for obtaining the property owner's permission for BellSouth to install the Access Terminals. AT&T may access any available pair on an Access Terminal unless BellSouth is using the pair to concurrently provide service. Prior to connecting AT&T service on a pair previously used by BellSouth, AT&T is responsible for ensuring the end-user is no longer using BellSouth service before it accesses the UNTW pairs.

In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW if NTW is not available to provision the services of AT&T.

BellSouth will only provide access to UNTW where BellSouth provides the wiring all the way to the end-user's premises.

The non-recurring and recurring charges for accessing the UNTW pairs set forth in Exhibit A to this Attachment shall apply at the time AT&T activates the pairs. Once AT&T has accessed a UNTW pair to serve its end user, AT&T shall submit a Local Service Request ("LSR") form to BellSouth to report activation of that UNTW pair. AT&T may submit a single LSR to report multiple pairs on the same Access Terminal.

AT&T will be responsible for isolating and reporting UNTW repair problems to the UNE Center. AT&T must tag the UNTW pair that requires repair for BellSouth. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is

found, BellSouth will charge AT&T for time spent on the dispatch and for time spent testing UNTW.

If AT&T or a third party service provider has not activated at least one UNTW pair on an Access Terminal installed pursuant to AT&T's request within six months of installation of the Access Terminal, BellSouth may bill AT&T a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

If BellSouth determines that AT&T is accessing UNTW pairs without reporting such access to BellSouth, BellSouth may take the following action:

If AT&T has issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, AT&T will be billed for the usage of the pair back to the disconnect order date.

If AT&T activated a UNTW pair on which BellSouth was not previously providing service, AT&T will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request from BellSouth, AT&T will provide copies of its billing records to substantiate such date. If AT&T fails to provide such records, then BellSouth will bill back to AT&T for the UNTW pairs, to the date of the Access Terminal installation.

Single Point of Interconnection

If a single point of interconnection ("SPOI") is not available and upon Request from AT&T, BellSouth will install a SPOI at a multi-unit premises if it is technically feasible and where space allows. The SPOI should be suitable for use by multiple carriers. AT&T, as the requesting party, must obtain the property owner's permission for BellSouth to install additional facilities on AT&T's behalf.

This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to sub-loops at any technically feasible point.

Rates for installing a SPOI will be determined on an individual case basis.

AT&T PROPOSAL:

Subloop Distribution

Subloop Distribution provides connectivity between an interconnection point (i.e., terminal block or cross connect panel) on the end user side of an FDI, or any other interconnection point in between these points, including a SPOI at the MPOE, and the end user's point of demarcation. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a NID, a MPOE, or single point of interconnection which is constructed by BellSouth pursuant to Section 5.2.5 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.

Subloop Distribution will be copper twisted pair, coaxial cable, or single or multi-mode fiber optic cable. A Combination that includes two or more of these media is also possible. Where BellSouth constructs a single point of interconnection in a multiunit installation in accordance with 47 CFR 51.319(a)(2)(E) and applicable state law, BellSouth shall provide a copper twisted pair even in instances where the Subloop Distribution for services that BellSouth offers is other than a copper facility in accordance with Section 5.2.5 of this Attachment. In other circumstances, BellSouth shall provide to AT&T, upon request, a copper twisted pair even in instances where the Subloop Distribution for services that BellSouth offers is other than a copper facility, and in such circumstances, the special construction process will be used to determine the cost for placing new copper facilities.

Requirements for Subloop Distribution

Subloop distribution shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

BellSouth will provide the infrastructure necessary to provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference.

BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.

Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section 3.3 of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.

Single Unit & Multiunit Installation

In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.

In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, Subloop Distribution shall be furnished to AT&T, depending on the location at which AT&T intends to interconnect its facilities, in either of the following elements, as requested by AT&T, at the appropriate rate set forth in Exhibit A to this Attachment:

Subloop Distribution. This is the entire Subloop Distribution element which includes all facilities from an interconnection point (e.g., terminal block or cross connect panel) on the end user side of an FDI, or any other interconnection point in between these points, including an SPOI at the MPOE, to the end user's point of demarcation; or

Network Terminating Wire ("NTW"). NTW extends from the BellSouth wiring closet, garden terminal or other cross-connect distribution point at a SPOI at the MPOE, to the end user's point of demarcation. NTW includes house and riser cable as the last segment of the field-side loop facilities that, in multi-unit configurations, represent the facilities extending from an SPOI at the MPOE to serve individual end users. Configurations depicting a wiring closet and garden terminal and are attached to this Attachment as Exhibit E.

Requirements

BellSouth shall be required to relinquish the first NTW pair and make it available to AT&T unless BellSouth is using the first NTW pair to concurrently serve the end user requesting service from AT&T. When BellSouth is using the first NTW pair to provide concurrent service, BellSouth will offer to AT&T spare pairs that are available to an end user's premises.

Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end user's premise, in response to a request from such end user, AT&T agrees to surrender its unused spare pair(s) upon request by BellSouth.

If an end user of AT&T desires to receive local exchange service from a telecommunications service provider who is not a Party to this Agreement, and such third party telecommunications service provider needs access to the BellSouth NTW to provide local exchange service to the end user, then AT&T agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

Single Point of Interconnection

BellSouth shall provide a single point of interconnection ("SPOI") at multiunit premises' MPOE that is suitable for use by multiple carriers and where all NTW pairs are fully accessible. AT&T's employees and agents shall have direct access to the SPOI at the MPOE and all NTW pairs at the SPOI at the MPOE, without the necessity of coordinating such efforts with BellSouth's employees or agents. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If a single point of interconnection does not exist where all NTW pairs can be accessed, BellSouth must construct a single point of interconnection that has such capability and is suitable for use by multiple carriers. The process by which BellSouth shall provide such single point of interconnection is more fully set forth in Exhibit F to this Attachment 2.

5.3 Subloop Concentration Multiplexing Functionality

5.3.1 Where facilities permit, BellSouth will provide to AT&T the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.

5.3.2 Definition

5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) where available, performs electrical to optical (E/O) conversion.

5.3.2.2 The Subloop Concentration Multiplexing Functionality may be provided through a Digital Loop Carrier ("DLC") system, multiplexer or other

equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

5.3.3 Technical Requirements

5.3.3.1 The Subloop Concentration Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the AT&T distribution media to the BellSouth feeder media. BellSouth's feeder media can be copper, coaxial (if deployed) or fiber. To the extent unbundling involves "concentration," BellSouth and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. If concentration ratios are established which result in reengineering of the facilities, special construction charges will apply.

5.3.3.2 When BellSouth provides a Subloop Concentration Multiplexing Functionality or Loop repeaters, BellSouth shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

5.3.3.3 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.4 The Subloop Concentration Multiplexing Functionality shall continuously monitor protected circuit packs and redundant common equipment in the same manner which BellSouth provides such functionality to itself.

5.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

5.3.3.6 The Subloop Concentration Multiplexing Functionality shall be capable of performing its functions on the signals needed to provide telecommunications services capable of being transmitted through said Subloop Concentration Multiplexing Functionality.

5.3.3.7 BellSouth shall provide power for the Subloop Concentration Multiplexing Functionality, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office, where BellSouth provides such functionality to itself.

5.3.3.8 With the Effective Date of this Agreement, Subloop Concentration Multiplexing Functionality, using the Lucent Series 5 equipment, will be

offered in two different systems. System A will allow up to 96 of AT&T's subloops to be concentrated onto multiple DS1s. System B will allow an additional 96 of AT&T's subloops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the BSWC is known as a feeder interface. Except where the Subloop Concentration Multiplexing Functionality is currently combined with other Network Elements. All DS1 Feeder Interfaces will terminate to AT&T's Collocation Space within the BSWC that serves the RT where AT&T's subloops are connected. Subloop Concentration Multiplexing Functionality service is offered with or without concentration and with or without a protection DS1. If BellSouth deploys a different technology for Subloop Concentration Multiplexing Functionality in its network, the Parties will negotiate rates, terms and conditions for AT&T's access to such Subloop Concentration Multiplexing Functionality.

5.3.3.9 If technically feasible, BellSouth shall provide AT&T access to the Subloop Concentration Multiplexing Functionality in response to a specific AT&T request. Otherwise, AT&T would be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow AT&T's subloops to then be placed on the Subloop Concentration Multiplexing Functionality.

5.3.3.10 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.11 BellSouth shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

5.3.3.12 At AT&T's optionBellSouth shall provide AT&T with real time ability to initiate non service-affecting tests on the underlying device that provides Subloop Concentration Multiplexing Functionality.

5.4 Subloop Feeder

5.4.1 Definition

5.4.1.1 The Subloop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Subloop Distribution and a termination point appropriate for the media in a central office, or (2) a Subloop Concentration Multiplexing Functionality provided in a remote terminal and a termination point appropriate for the media in a central office. If technically feasible, BellSouth shall provide AT&T physical access to the FDI, and the right to connect the Subloop Feeder to the FDI in response to a specific AT&T request. Otherwise, BellSouth shall provide the necessary cabling between BellSouth's equipment (i.e., FDI) and AT&T's equipment.

5.4.1.2 The physical medium of the Subloop Feeder may be copper twisted pair, coaxial (if deployed), or single or multi-mode fiber. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Subloop Feeder for services that BellSouth offers is other than a copper facility, and in such cases, the special construction process will be used to determine the cost of placing new copper facilities.

5.4.2 Requirements for Subloop Feeder

5.4.2.1 The Subloop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in BellSouth's network.

5.4.2.2 BellSouth shall provide appropriate power for all active elements in the Subloop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant RT, where BellSouth provides such functionality to itself.

5.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

5.4.3.1 In addition to requirements set forth in Section 5.4.2 above, and where available in the BellSouth network, AT&T may require BellSouth to provide copper twisted pair Subloop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that AT&T can use these Subloop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

5.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder

5.4.4.1 In addition to the requirements set forth in this Section and where available in the BellSouth network, AT&T may designate that the

Subloop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable industry standard technical references.

5.4.5 Additional Technical Requirements for Optical Subloop Feeder

5.4.5.1 Where available in BellSouth's network AT&T may designate that Subloop Feeder will transport DS3 and OCn (where n is defined in the industry standard technical reference.). The requirements for such transport are defined in the applicable industry standard technical references.

5.4.6 Interface Requirements

5.4.6.1 If AT&T desires access to unbundled Subloop Feeder in a BellSouth Central Offices, the Subloop Feeder point of termination ("POT") will be as follows:

5.4.6.1.1 Copper twisted pairs shall terminate on the MDF;

5.4.6.1.2 DS1 Subloop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

5.4.6.1.3 Fiber Optic cable shall terminate on a LGX.

6. **Switching Capabilities**

6.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 6.3 of this Attachment 2, to AT&T for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to AT&T for the provision of a telecommunications service only in the limited circumstance described in Section 6.6.9 of this Attachment 2.

6.2 Except as otherwise provided for herein, BellSouth shall not impose any restrictions on AT&T regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of BellSouth's network by BellSouth or any other telecommunications carrier.

6.3 Local Circuit Switching Capability, including Tandem Switching Capability.

6.3.1 Definition

6.3.1.1 Local Circuit Switching capability is defined as: (A) line-side facilities, which, include but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's end users, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to, customer calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; and (D) switching provided by remote switching module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

6.3.1.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for AT&T when AT&T serves end users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro/Winston-Salem/High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link ("EEL") throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

6.3.1.3 When BellSouth provides the local circuit switching, BellSouth will provide to AT&T, upon request, customized routing (selective routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; (iii) for AT&T's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by AT&T or (iv) to a repair center. AT&T end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow AT&T to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. **[Customized routing will include but not be limited to the customized routing of inter-switch traffic on a wire center basis to a port other than the standard routing used by BellSouth.] [OPEN-AT&T]**

6.4 [AIN Customized (Selective) Carrier Routing

6.4.1 BellSouth will provide AIN customized carrier routing at the request of AT&T. AIN customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls, to pre-selected destinations.

6.4.2 AT&T shall order AIN customized carrier routing through its Account Team. AIN customized carrier routing must first be established regionally and then on a per central office, per state basis.

6.4.3 AIN customized carrier routing is not available in DMS 10 switches.

6.4.4 Where AIN customized carrier routing is utilized by AT&T, the routing of AT&T's end user calls shall be pursuant to information provided by AT&T and stored in BellSouth's AIN customized carrier routing service control point database. AIN customized carrier routing shall utilize a set of line class codes ("LCCs") unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN customized carrier routing is established.

6.4.5 Upon ordering of AIN customized carrier routing regional service, AT&T shall remit to BellSouth the regional service order non-recurring charges set forth in Exhibit A of this Attachment, incorporated herein by this reference. There shall be a non-recurring end office establishment charge per office due at the addition of each central office where AIN customized carrier routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment, incorporated herein by this reference. For each AT&T end user activated, there shall be a non-recurring end user establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of this Section 6.4, incorporated herein by this reference. AT&T shall pay the AIN customized carrier routing per query charge set forth in Exhibit A of this Attachment, incorporated herein by this reference.

6.4.6 The regional service order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Customized Carrier Routing Order Request-Form A, Central Office AIN Customized Carrier Routing Order Request-Form B, AIN_SCR Central Office Identification Form-Form C,

AIN_SCR Routing Options Selection Form-Form D, and Routing Combinations Table-Form E. BellSouth has thirty (30) days to respond to the client's fully completed firm order as a regional service order. With the delivery of this firm order response to AT&T, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the regional service order payment must be paid when at least 90% of the central offices listed on the original order have been turned up for the service.

6.4.7 **The non-recurring end office establishment charge will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.**

6.4.8 **End user establishment orders will not be turned-up until the second payment is received for the regional service order. The non-recurring end user establishment charges will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.**

6.4.9 **Additionally, the AIN customized carrier routing per query charge will be billed to AT&T following the normal billing cycle for per query charges.**

6.4.10 **All other network components needed, for example, unbundled switching and unbundled local transport, etc., will be billed accordingly per contracted rates.] [OPEN- AT&T]**

6.5 **[Line Class Code Customized (Selective) Carrier Routing**

6.5.1. **BellSouth will provide line class codes customized carrier routing at the request of AT&T. Line class code customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to preselected destinations.] [OPEN-AT&T/BST]**

6.6 Technical Requirements

6.6.1 Local Switching shall be at least equal to the requirements for Local Switching set forth in the applicable industry standard technical references.

6.6.2 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the AT&T Signaling System 7 ("SS7") network.

6.6.3 BellSouth's local switch shall accept mutually agreeable AIN responses from the AT&T Service Control Point ("SCP") via SS7 network interconnection then continue call handling according to instructions contained in the response.

6.6.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

6.6.5 BellSouth shall activate service for an AT&T end user or network interconnection on any of the local circuit switching interfaces. This includes provisioning changes to change an end user from BellSouth's services to AT&T's services without loss of switch feature functionality as defined in this Agreement.

6.6.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests ("MLT") and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

6.6.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact local circuit switching.

6.6.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

6.6.9 BellSouth shall perform manual call trace and permit end user originated call trace.

6.6.10 For local switching used as 911 Tandems, BellSouth shall allow interconnection from AT&T local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point ("PSAP").

6.6.11 Special Services provided by BellSouth will include the following:

6.6.11.1 Essential service lines;

6.6.11.2 Telephone Service Prioritization;

6.6.11.3 Related services for handicapped;

6.6.11.4 Soft dial tone where required by law; and

6.6.11.5 Any other service required by law.

6.6.12 BellSouth shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPS"). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

6.6.13 BellSouth shall provide interfaces to adjuncts in accordance with the technical specifications set forth in the applicable industry standard technical references. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

6.6.14 BellSouth shall provide performance data regarding an end user line, traffic characteristics or other measurable elements to AT&T, upon a reasonable request from AT&T. AT&T will pay BellSouth for all costs incurred to provide such performance data through the process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

6.6.15 BellSouth shall offer to AT&T all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical specifications set forth in the applicable industry standard technical references. Triggers that are currently available include:

6.6.15.1 Off-Hook Immediate,

6.6.15.2 Off-Hook Delay,

6.6.15.3 Termination Attempt,

6.6.15.4 3/6/10 Public Office Dialing Plan,

6.6.15.5 Feature Code Dialing,

6.6.15.6 Customer Dialing Plan.

6.6.16 When additional triggers are supported by BellSouth, BellSouth will make these triggers available to AT&T:

6.6.16.1 Private EAMF Trunk,

6.6.16.2 Shared Interoffice Trunk (EAMF, SS7),

6.6.16.3 N11,

6.6.16.4 Automatic Route Selection.

6.6.17 If an AT&T end user subscribes to AT&T provided voice mail and messaging services, BellSouth shall redirect incoming calls to the AT&T system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings) through dedicated trunks provided by AT&T. In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced ("SMDI-E") interface to the AT&T system. BellSouth shall support the Inter-switch Voice Messaging Service ("IVMS") capability.

6.7 **Tandem Switching**

6.7.1 Definition

6.7.1.1 The Tandem Switching Capability is defined as:

6.7.1.1.1 Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

6.7.1.1.2 The basic switch trunk function of connecting trunks to trunks; and

6.7.1.1.3 The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

6.7.1.2 BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and reports of the testing shall be made immediately available to AT&T.

6.7.1.3 BellSouth shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

6.7.1.4 BellSouth shall control congestion points and network abnormalities. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block AT&T traffic and leave its traffic unaffected or less affected).

6.7.1.5 Tandem Switching shall process originating toll-free traffic received from an AT&T local switch.

6.7.1.6 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from

the Local Switching Network Element, to the extent such Tandem Switch has such capability.

6.7.1.7 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

6.8 **Interface Requirements**

6.8.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

6.8.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

6.8.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

6.8.4 Tandem Switching shall interconnect with AT&T's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At AT&T's request, Tandem Switching shall record and keep records of traffic for billing.

6.9 Packet Switching

6.9.1 Definition

6.9.1.1 Packet Switching Capability. The packet switching capability Network Element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexer, including but not limited to:

6.9.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

6.9.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

6.9.4 The ability to extract data units from the data channels on the loops, and

6.9.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

6.9.6 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

6.9.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

6.9.6.2 There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer;

6.9.6.3 BellSouth has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the AT&T obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319(b); and

6.9.6.4 BellSouth has deployed packet switching capability for its own use.

6.9.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

7. Operator Service and Directory Assistance Service

7.1 **DISAGREE**

BST PROPOSAL:

BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit __ only where BellSouth does not offer to AT&T customized (selective) routing or compatible signaling protocal. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services.

AT&T PROPOSAL:

BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit A to this Attachment only where BellSouth does not offer

to AT&T customized (selective) routing or compatible signaling protocol. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services.

BellSouth and AT&T will jointly test BellSouth's capability to provide customized (selective) routing as described in this Attachment. If this test demonstrates that customized (selective) routing is not provided at parity with that routing provided by BellSouth to itself, the Parties agree to negotiate terms and conditions for BellSouth's provision to AT&T of Operator Services and Directory Assistance as Network Elements.

When BellSouth provides Operator Services and Directory Assistance as Network Elements to AT&T pursuant to Section 7.1.1 above, Sections 7.2.1 and 7.2.2 below shall apply.

7.2 [Operator Systems

7.2.1 Definition

7.2.1.1 Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

7.2.2 Operator Service

7.2.2.1 Definition

7.2.2.1.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt ("ELI"), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

7.2.2.2 Requirements

7.2.2.2.1 When AT&T requests BellSouth to provide Operator Services, the following requirements apply:

7.2.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

7.2.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

7.2.2.2.1.3 BellSouth shall process calls that are billed to AT&T end user's calling card that can be validated by BellSouth.

7.2.2.2.1.4 BellSouth shall complete person-to-person calls.

7.2.2.2.1.5 BellSouth shall complete collect calls.

7.2.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

7.2.2.2.1.7 BellSouth shall complete station-to-station calls.

7.2.2.2.1.8 BellSouth shall process emergency calls.

7.2.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

7.2.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

7.2.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

7.2.2.2.1.12 BellSouth shall adhere to equal access requirements, providing AT&T local end users the same IXC access as provided to BellSouth end users.

7.2.2.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to AT&T that BellSouth provides for its own operator service.

7.2.2.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

7.2.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by AT&T.

7.2.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to AT&T in accordance with CLEC ODUF standards

specified in Attachment 6 of this Agreement, incorporated herein by this reference.

7.2.2.3 Interface Requirements

7.2.2.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of AT&T, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

7.2.3 Directory Assistance Service

7.2.3.1 Definition

7.2.3.1.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

7.2.3.2 Requirements

7.2.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by AT&T's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, AT&T may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

7.2.3.3 Directory Assistance Service Updates

7.2.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

7.2.3.3.1.1 New end user connections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users;

7.2.3.3.1.2 End user disconnections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users; and

7.2.3.3.1.3 End user address changes: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users.

7.2.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

7.2.4 Branding for Operator Call Processing and Directory Assistance

7.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to AT&T end users using Directory Assistance ("DA")/Operator Call Processing ("OCP") prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows AT&T to have its calls custom branded with AT&T's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

7.2.4.2 BellSouth offers four service levels of branding to AT&T when ordering Directory Assistance and/or Operator Call Processing.

7.2.4.2.1 Service Level 1 - BellSouth Branding

7.2.4.2.2 Service Level 2 - Unbranded

7.2.4.2.3 Service Level 3 - Custom Branding

7.2.4.2.4 Service Level 4 - Self Branding (applicable only to AT&T for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

7.2.5 For Resellers and Use with an Unbundled Port

7.2.5.1 BellSouth Branding is the Default Service Level.

7.2.5.2 Unbranding, Custom Branding, and Self Branding require AT&T to order selective routing for each originating BellSouth end office identified by AT&T. Rates for Selective Routing are set forth in this Attachment.

7.2.5.3 Customer Branding and Self Branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

7.2.5.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by

BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "No Announcement."

7.2.6 For Facilities Based Carriers

7.2.6.1 All Service Levels require AT&T to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

7.2.6.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which AT&T requires service.

7.2.7 Directory Assistance customized branding uses:

7.2.7.1 the recording of the name;

7.2.7.2 the front-end loading of the Digital Recorded Announcement Machine ("DRAM") in each TOPS switch.

7.2.8 Operator Call Processing customized branding uses:

7.2.8.1 the recording of the name;

7.2.8.2 the front-end loading of the DRAM in the TOPS Switch;

7.2.8.3 the back-end loading in the audio units in the Automated Alternate Billing System ("AABS") in the Interactive Voice Subsystem ("IVS");

7.2.8.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service ("EBAS") in the Network Applications Vehicle ("NAV").

7.2.9 BellSouth will provide to AT&T purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. AT&T end users may use the same dialing arrangements as BellSouth end users, but obtain a AT&T branded service.] [OPEN-AT&T/BST]

8. Interoffice Transmission Facilities

8.1 BellSouth shall:

8.1.1 Provide AT&T, upon request, exclusive use of interoffice transmission facilities dedicated to a particular end user or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

8.1.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that AT&T, upon request, could use to provide telecommunications services; and

8.1.3 Permit, to the extent technically feasible, AT&T, upon request, to connect such interoffice facilities to equipment designated by AT&T, including but not limited to, AT&T's collocated facilities.

8.2 Shared Transport

8.2.1 Definition

8.2.1.1 Shared Transport is defined as transmission facilities shared by more than one telecommunications carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

8.2.2 Technical Requirements

8.2.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

8.3 Dedicated Transport

8.3.1 Definition

8.3.1.1 Dedicated transport is defined as BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

8.3.1.2 BellSouth will, to the extent technically feasible, permit AT&T to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.3.1.3 **Local Channel**

8.3.1.3.1 The Local Channel is the dedicated transmission path between AT&T's point of presence and the BSWC.

8.3.1.3.2 Local Channels may be used for either switched or non-switched traffic. Rates for Local Channels are contained in Exhibit A of this Attachment 2.

8.3.1.4 Technical Requirements.

8.3.1.4.1 This Section sets forth technical requirements for all Dedicated Transport.

8.3.1.4.2 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to AT&T designated traffic.

8.3.1.4.3 [BellSouth shall offer Dedicated Transport in all documented bandwidth interfaces used within BellSouth's network, including, but not limited to, DS1 and DS3 and OCn]. [OPEN-AT&T]

8.3.1.4.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

8.3.1.4.5 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

8.3.1.4.6 When requested by AT&T, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.3.1.4.7 When physical diversity is requested by AT&T, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). BellSouth shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T employs or until such time that AT&T notifies BellSouth that physical diversity is no longer required.

8.3.1.4.8 Upon AT&T's request, BellSouth shall provide nondiscriminatory performance monitoring and alarming.

8.3.1.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

~~8.3.1.4.9.1 [SONET standard interface rates in accordance with the applicable industry standard technical references.]~~ **[OPEN-AT&T]**

~~8.3.1.4.9.2 [SDH Standard interface rates in accordance with International Telecommunications Union ("ITU") Recommendation G.707 and Plesiochronous Digital Hierarchy ("PDH") rates per ITU Recommendation G.704.]~~ **[OPEN-AT&T]**

8.3.1.4.10 When Dedicated Transport is provided as a system, BellSouth shall design the system according to BellSouth's **[AT&T's]** network infrastructure to allow for the termination points specified by AT&T. **[OPEN-AT&T]**

~~8.3.1.4.11 [Upon AT&T's request, BellSouth shall provide AT&T with electronic provisioning control of AT&T rings. As system development allows, BellSouth shall provide this functionality in other transport systems (e.g., linear transport systems.)~~ **[OPEN-AT&T]**

~~8.3.1.5 [Technical Requirements for Dedicated Transport using SONET technology.~~

~~8.3.1.5.1 This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.~~

~~8.3.1.5.2 All SONET Dedicated Transport provided as a system shall:~~

~~8.3.1.5.2.1 Be synchronized from both a primary and secondary Stratum 1 level timing source.~~

~~8.3.1.5.2.2 Provide SONET standard interfaces.~~

~~8.3.1.5.2.3 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):~~

~~8.3.1.5.2.3.1 No more than 10 errored seconds per day; and~~

~~8.3.1.5.2.3.2 No more than 1 severely errored second per day.~~

~~8.3.1.5.3 All SONET rings shall:~~

~~8.3.1.5.3.1 Support dual ring interworking per SONET Standards.~~

~~8.3.1.5.4 To the extent technically feasible, BellSouth shall provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.~~

~~8.3.1.5.5 Provide the ability to disable ring protection switching at AT&T's direction (selective protection lock-out), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.~~

~~8.3.1.5.6 Provide the ability to use the protection channels to carry traffic (extra traffic), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.~~

~~8.3.1.5.7 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.~~

~~8.3.1.5.8 Have settable ring protection switching thresholds that shall be set in accordance with AT&T's specifications.~~

~~8.3.1.5.9 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.~~

~~8.3.1.5.10 Provide non-revertive protection switching. This requirement applies to path switched rings only.~~

~~8.3.1.5.11 Adhere to the following availability requirements:~~

~~8.3.1.5.11.1 For any circuit through the ring, no more than 3.5 minutes of unavailability per month.~~

~~8.3.1.5.11.2 For any circuit through the ring, no more than 10 minutes of unavailability per year.]~~ **[OPEN-AT&T]**

8.3.1.5.12 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry standard technical references

8.4 DARK FIBER

8.4.1 Definition

8.4.1.1 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

8.4.2 Requirements

8.4.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to AT&T.

8.4.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at AT&T's request subject to time and materials charges.

8.4.2.3 AT&T may test the quality of the Dark Fiber to confirm its usability and performance specifications.

8.4.2.4 BellSouth shall use its best efforts to provide to AT&T information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation,

BellSouth shall hold such requested Dark Fiber for AT&T's use and may not allow any other party to use such media, including BellSouth.

8.4.2.5 BellSouth shall use its best efforts to make Dark Fiber available to AT&T within thirty (30) business days after it receives written confirmation from AT&T that the Dark Fiber previously deemed available by BellSouth is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection ("LGX") or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

8.4.2.6 Dark fiber shall meet the manufacturers' design specifications.

8.4.2.7 AT&T may splice and test Dark Fiber obtained from BellSouth using AT&T or AT&T designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

9. Signaling Networks and Call-Related Databases

9.1 BellSouth shall provide AT&T access to signaling networks, call-related databases, and service management systems on an unbundled basis for the provision of a telecommunications service.

9.2 Signaling Networks

9.2.1 Signaling networks include, but are not limited to, signaling links and signaling transfer points. When AT&T purchases unbundled switching capability from BellSouth, BellSouth shall provide access to its signaling network from that switch in the same manner in which it obtains access itself. BellSouth shall provide AT&T with its own switching facilities access to BellSouth's signaling network for each of the AT&T switches. This connection shall be made in the same manner as BellSouth connects one of its own switches to a signaling transfer point.

9.2.2 Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between AT&T-designated Signaling Points of Interconnection ("SPOI") and BellSouth Point of Interconnection that provides appropriate physical diversity.

9.2.3 The network termination point where this interconnection takes place is called the STP port termination.

9.2.4 Technical Requirements

9.2.4.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.2.4.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.2.4.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch ("STPS") pair and consists of two links; and

9.2.4.2.2 As a "D/B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers ("CLECs")) and consists of four links.

9.2.4.3 A signaling link layer shall satisfy a performance objective such that:

9.2.4.3.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.2.4.3.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.2.4.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.4.4.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.4.4.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D/B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.2.4.5 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the central office where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting AT&T local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and AT&T will work jointly to establish mutually acceptable SPOIs.

9.2.5 Signaling Transfer Points

9.2.5.1 Definition

9.2.5.1.1 Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the STPSs and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and STPS.

9.2.5.2 Technical Requirements

9.2.5.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.2.5.2.1.1 BellSouth Service Control Points/DataBases and

9.2.5.2.1.2 Third-party-provided STPSs.

9.2.5.2.2 The connectivity provided by STPs shall fully support the functions of all Network Elements and AT&T or other third-party switching systems and STPs connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth's SS7 network (i.e., transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.

9.2.5.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

9.2.5.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.2.5.2.5 STPs shall provide on a non-discriminatory basis all functions of the Operations, Maintenance and Administration Part ("OMAP") commonly provided by STPSs. All OMAP functions will be on a "where available" basis and can include:

9.2.5.2.5.1 MTP Routing Verification Test ("MRVT") and

9.2.5.2.5.2 SCCP Routing Verification Test ("SRVT").

9.2.5.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an AT&T or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by AT&T and BellSouth.

9.2.5.2.7 BellSouth STPs shall route mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part ("SCCP") called party address.

9.2.5.2.8 STPs shall be equal to or better than the technical specifications set forth in the applicable industry standard technical references.

9.2.5.3 Message Screening

9.2.5.3.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.2.5.3.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.3 SS7 Advanced Intelligent Network ("AIN") Access

9.3.1 SS7 AIN Access shall provide the AT&T SCP access to BellSouth local switch via interconnection of BellSouth SS7 and AT&T SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.3.2 SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the AT&T SS7 network to exchange TCAP queries and responses with an AT&T SCP.

9.4 Call-Related DataBases

9.4.1 Definition

9.4.1.1 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. For purposes of switch query and database response through a signaling network, BellSouth shall provide access to its call-related databases, including but not limited to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. BellSouth shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. BellSouth shall allow AT&T when AT&T has purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth itself. BellSouth shall allow AT&T when it has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows AT&T to provide any call-related database-supported services to customers served by AT&T's switch. BellSouth shall provide AT&T, upon request, with access to call-related databases in a manner that complies with section 222 of the Act.

9.4.2 A Service Control Point ("SCP") is a specific type of Database functionality deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

9.4.3 Technical Requirements

9.4.3.1 Requirements for call-related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call-related databases shall be provided in accordance with the following requirements:

9.4.3.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols, as specified in this Attachment 2, with TCAP as the application layer protocol.

9.4.3.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols.

9.4.3.2 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.4.4 Database Availability

9.4.4.1 Call-related databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call-related databases will impact all service providers, including BellSouth, equally.

9.4.4.2 Any AT&T order for data to be added, modified or deleted from the databases shall be consistent with the ordering and provisioning requirements of this Agreement.

9.4.4.3 BellSouth shall make available call-related database functionality and complete database transactions (e.g., add, modify or delete) for AT&T customer records stored in BellSouth's databases on a basis that is equivalent to that which it provides to itself or third-party requesting telecommunications carriers.

9.4.5 Line Information Database ("LIDB")

9.4.5.1 AT&T acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

9.4.5.2 Definition.

9.4.5.2.1 The LIDB is a transaction-oriented database accessible through Common Channel Signaling ("CCS") networks. It contains records associated with customer Line Numbers and Special Billing Numbers relating to service in the BellSouth region.

9.4.5.2.2 The LIDB Storage Agreement, which contains the terms and conditions for AT&T's access to LIDB, is attached as Exhibit A to Attachment 6, incorporated herein by this reference.

9.4.6 Toll Free Number Database

9.4.6.1 The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

9.4.6.1.1 BellSouth shall make BellSouth Toll Free Number Database available for AT&T to query with a toll-free number and originating information.

9.4.6.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

9.4.6.2 Interface Requirements

9.4.6.2.1 The signaling interface between the AT&T or other local switch and the Toll-Free Number database shall use the TCAP protocol and in the signaling network interface as specified in the applicable industry standard technical references.

9.4.7 **Automatic Location Identification/Data Management System ("ALI/DMS")**

9.4.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

9.4.7.2 Technical Requirements

9.4.7.2.1 BellSouth shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. BellSouth shall provide AT&T with record input format, consistent with the requirements imposed on BellSouth by the governmental body administering 911 services. BellSouth shall provide error reports from the ALI/DMS data base to AT&T as soon as possible, but in any event, within 24 hours after AT&T or its agents enters information into the ALI/DMS data base. The error reports may be provided electronically if AT&T purchases the capability. If an electronic interface is not available as an offering or because of a system outage for AT&T or its agents to provide daily updates to the ALI/DMS database or for BellSouth to provide error

reports from the ALI/DMS database, BellSouth shall establish a process or procedure to receive, send and process within one business day AT&T Customer Information. The error files will contain the AT&T reference date and file number of the original record sent.

9.4.7.2.2 The ALI/DMS database shall contain the following end user information:

9.4.7.2.2.1 Name;

9.4.7.2.2.2 Address;

9.4.7.2.2.3 Telephone number; and

9.4.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

9.4.7.2.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless AT&T requests otherwise and shall be updated if AT&T requests, provided AT&T supplies BellSouth with the updates.

9.4.7.2.4 When Remote Call Forwarding ("RCF") is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record.

9.4.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

9.4.7.2.6 At either Party's option, however not to exceed annually unless otherwise agreed to by the Parties, the databases of both Parties shall be compared for accuracy and uniformity. If any discrepancies are found as a result of the comparison, the Parties shall work cooperatively to correct the discrepancies within a reasonable time. The cost of the implementation of the request made other than annually shall be borne by the Party making the request.

9.4.7.3 Interface Requirements

9.4.7.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for AT&T customers shall meet industry standards.

9.4.8 **Calling Name Delivery Database Service**

9.4.8.1 Calling Name Delivery Database Service ("CNAM") provides AT&T the ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber name in the BellSouth CNAM SCPs.

9.4.8.2 The CNAM Database Service Agreement is included as Exhibit F to this Attachment 2 and incorporated herein by this reference.

10. Directory Assistance Database Service ("DADS")

10.1 Directory Assistance ("DA") database contains all customer data in the database used by BellSouth to provide its own DA service and where BellSouth is authorized to include the customer data of a telecommunications carrier in the database available to AT&T. BellSouth shall provide access to the DA database in one of two manners.

10.2 BellSouth shall make its Directory Assistance Database Service ("DADS") available solely for the expressed purpose of providing Directory Assistance type services to AT&T end users. Directory Assistance type service is defined as a service that allows AT&T end users to obtain the name, telephone numbers and addresses of other subscribers of telecommunications services. AT&T agrees that Directory Assistance Database Service ("DADS") will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted use, AT&T shall not disclose DADS and shall provide due care in providing for the security and confidentiality of DADS. Further, AT&T authorizes the inclusion of AT&T's Directory Assistance listings in the BellSouth Directory Assistance products.

10.3 BellSouth shall provide AT&T initially with a base file of subscriber listings which reflect all listing change activity occurring since AT&T's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by AT&T and BellSouth. AT&T agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to AT&T which will reflect listing change activity occurring since AT&T's most recent update. BellSouth shall provide updates to AT&T on a business, residence, or combined business and residence basis. AT&T agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after AT&T receives the base file.

10.5 BellSouth is authorized to include AT&T Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of AT&T Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to AT&T.

10.6 BellSouth shall provide to AT&T, upon request, via DADs, the names and addresses for BellSouth.

10.7 AT&T and other telecommunication carriers' subscribers that have unlisted and non-published directory listings. The date files shall contain a special indicator showing that the subscribers account is indicator showing that the subscribers' account is either unlisted or unpublished.

10.8 Rates for DADS are as set forth in Exhibit A of this Attachment 2.

10.9 Direct Access to Directory Assistance Service ("DADAS") will provide AT&T's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow AT&T to utilize its own switch, operator workstations and optional audio subsystems.

10.10 BellSouth will provide DADAS from its DA location. AT&T will access the DADAS system via BellSouth provided point of availability. AT&T has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from BellSouth as rates and charges billed separately from the charges associated with this offering.

10.11 A specified interface to each AT&T subsystem will be provided by BellSouth. Interconnection between AT&T's system and a specified BellSouth location will be pursuant to the use of AT&T-owned or AT&T-leased facilities and shall be appropriate sized based upon the volume of queries being generated by AT&T.

10.12 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.12.1 DADAS to Subscriber Operator Position System – Northern Telecom Document CSI-2300-07; Universal Gateway/Position Message Interface Format Specification;

10.12.2 DADAS to Subscriber Switch – Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

10.12.3 DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.12.4 Rates for DADAS are as set forth in Exhibit A of this Attachment 2.

11. Service Management System

11.1 Definition

11.1.1 A Service Management System is defined as a computer database or system not part of the public switched network that, among other things: (1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call. BellSouth shall provide AT&T, upon request, with access to a Service Management System in a manner that complies with Section 222 of the Act.

11.2 BellSouth shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

11.3 BellSouth shall provide AT&T the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.

11.4 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from AT&T's switch or BellSouth's unbundled Local Switching element.

11.5 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.6 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide AT&T the capability that will allow AT&T to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T access to the BellSouth Service Creation Environment in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.

11.7 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling procedures shall provide AT&T equivalent priority to these resources.

11.8 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.

11.9 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.10 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components.

11.11 When AT&T selects SCE/SMS AIN Access for providing services on AT&T's network, BellSouth and AT&T will work cooperatively to resolve technical and provisioning issues.

12. Trunk Interface Requirements

12.1 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based

upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

12.2 911/E911 Trunks

12.2.1 **Local Switch and Access Tandem Trunks**

12.2.1.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.

12.2.1.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

12.2.1.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

12.2.1.4 BellSouth shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

12.3 911 and E911

12.3.1 If AT&T orders Services and Elements, then AT&T is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3.2 Definition

12.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T in accordance with the provisions below in areas where AT&T is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911

Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retailend users.

12.3.3 Requirements

12.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will be required to route that call to BellSouth at the appropriate to install dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T will be required to discontinue the 911 procedures and being using E911 procedures.

12.3.3.2 E911 Service Provisioning. For E911 service, AT&T will be required to install a minimum of two dedicated trunks originating from the AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will be required to provide BellSouth daily updates to the E911 database. AT&T will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. AT&T shall be responsible for providing BellSouth with complete and accurate data for submission to the

911/E911 database for the purpose of providing 911/E911 to its end users.

12.3.4 Technical Requirements

12.3.4.1 At AT&T's request, BellSouth and AT&T shall establish dedicated trunk groups to route E911 calls placed by AT&T end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.

12.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

12.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

12.3.4.4 BellSouth shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:

12.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

12.3.4.4.2 Trunk group specifications.

12.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.

12.3.4.4.4 Description of BellSouth's diversity for facility routing.

12.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

12.3.5 E911 Call Routing and Provision Customer Information to PSAP

12.3.5.1 BellSouth shall route E911 calls delivered by AT&T to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that

BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.

12.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.

12.3.6 Master Street Address Guide ("MSAG")

12.3.6.1 BellSouth shall provide AT&T access to the MSAG at least equal in quality and functionality with the access BellSouth provides to itself. BellSouth shall provide AT&T with a complete copy of the MSAG via CD Rom which is usable with personal computers, free of charge, once each year. Quarterly updates for each state are available for an additional charge. BellSouth shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. If BellSouth discovers an error in the MSAG, BellSouth shall notify PSAPs and AT&T of any errors in the MSAG concerning AT&T Customers.

12.3.7 Other

12.3.7.1 BellSouth shall provide AT&T with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.

12.3.8 Technical References

12.3.8.1 BellSouth shall provide 911 Arrangements to AT&T based upon modified NENA 2 Recommendations.

12.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on AT&T beyond applicable charges for BellSouth trunking arrangements.

12.3.10 The 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T to follow in providing 911/E911 services.

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NIDs			
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	NA	
NID, 1-2 lines	UND12	NA	
NRC - 1st	UND12	TBD	
NRC - Add'l	UND12	TBD	
NRC - Disconnect Charge - 1st	UND12	TBD	
NRC - Disconnect Charge - Add'l	UND12	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NID, 1-6 lines	UND16	NA	
NRC - 1st	UND16	TBN	
NRC - Add'l	UND16	TBN	
NRC - Disconnect Charge - 1st	UND16	TBN	
NRC - Disconnect Charge - Add'l	UND16	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA	
LOOP, EXCLUDING NID			
2-Wire Analog VG Loop (Standard), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
2-Wire Analog VG Loop (Customized), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
4-Wire Analog VG Loop (Standard), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
2-Wire ADSL Loop (Standard), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
2-Wire HDSL Loop (Standard), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
4-Wire HDSL Loop (Standard), per month	TBD	NA	
NRC - 1st		NA	
NRC - Add'l		NA	
LOOP, INCLUDING NID			
2-Wire Analog VG Loop-SL1, per month			
RC - Statewide, per month	UEAL2	NA	
RC - Zone 1, per month (Note 2)	UEAL2	$18.46	
RC - Zone 2, per month (Note 2)	UEAL2	$27.67	
RC - Zone 3, per month (Note 2)	UEAL2	$36.91	
RC - Zone 4, per month (Note 2)	UEAL2	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - 1st	UEAL2	$70.44	
NRC - Add'l	UEAL2	$44.05	
NRC - Disconnect Charge - 1st	UEAL2	NA	
NRC - Disconnect Charge - Add'l	UEAL2	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.22	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month			
RC - Statewide, per month	UEAL2	NA	
RC - Zone 1, per month (Note 2)	UEAL2	$21.57	
RC - Zone 2, per month (Note 2)	UEAL2	$32.53	
RC - Zone 3, per month (Note 2)	UEAL2	$43.08	
RC - Zone 4, per month (Note 2)	UEAL2	NA	
NRC - 1st	UEAL2	$178.12	
NRC - Add'l	UEAL2	$128.80	
NRC - Disconnect Charge - 1st	UEAL2	NA	
NRC - Disconnect Charge - Add'l	UEAL2	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month			
RC - Statewide, per month	UEAR2	NA	
RC - Zone 1, per month (Note 2)	UEAR2	$21.57	
RC - Zone 2, per month (Note 2)	UEAR2	$32.53	
RC - Zone 3, per month (Note 2)	UEAR2	$43.08	
RC - Zone 4, per month (Note 2)	UEAR2	NA	
NRC - 1st	UEAR2	$178.12	
NRC - Add'l	UEAR2	$128.80	
NRC - Disconnect Charge - 1st	UEAR2	NA	
NRC - Disconnect Charge - Add'l	UEAR2	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.43	
4-Wire Analog VG Loop, per month			
RC - Statewide, per month	UEAL4	NA	
RC - Zone 1, per month (Note 2)	UEAL4	$29.47	
RC - Zone 2, per month (Note 2)	UEAL4	$44.44	
RC - Zone 3, per month (Note 2)	UEAL4	$58.85	
RC - Zone 4, per month (Note 2)	UEAL4	NA	
NRC - 1st	UEAL4	$383.39	
NRC - Add'l	UEAL4	$286.77	
NRC - Disconnect Charge - 1st	UEAL4	NA	
NRC - Disconnect Charge - Add'l	UEAL4	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.06	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire ISDN Digital Grade Loop, per month			
RC - Statewide, per month	U1L2X	NA	
RC - Zone 1, per month (Note 2)	U1L2X	$26.68	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
RC - Zone 2, per month (Note 2)	U1L2X	$40.24	
RC - Zone 3, per month (Note 2)	U1L2X	$53.29	
RC - Zone 4, per month (Note 2)	U1L2X	NA	
NRC - 1st	U1L2X	$423.04	
NRC - Add'l	U1L2X	$301.75	
NRC - Disconnect Charge - 1st	U1L2X	NA	
NRC - Disconnect Charge - Add'l	U1L2X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC2X	NA	
Zone 1, per month	UDC2X	$26.68	
Zone 2, per month	UDC2X	$40.24	
Zone 3, per month	UDC2X	$53.29	
Zone 4, per month	UDC2X	NA	
NRC - 1st	UDC2X	$423.04	
NRC - Add'l	UDC2X	$301.75	
NRC - Disconnect Charge - 1st	UDC2X	NA	
NRC - Disconnect Charge - Add'l	UDC2X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month			
RC - Statewide, per month	UAL2X	NA	
RC - Zone 1, per month (Note 2)	UAL2X	$17.10	
RC - Zone 2, per month (Note 2)	UAL2X	$25.79	
RC - Zone 3, per month (Note 2)	UAL2X	$34.15	
RC - Zone 4, per month (Note 2)	UAL2X	NA	
NRC - 1st	UAL2X	$600.61	
NRC - Add'l	UAL2X	$507.33	
NRC - Disconnect Charge - 1st	UAL2X	NA	
NRC - Disconnect Charge - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month	UAL2W	NA	
Zone 1, per month	UAL2W	$17.10	
Zone 2, per month	UAL2W	$25.79	
Zone 3, per month	UAL2W	$34.15	
Zone 4, per month	UAL2W	NA	
NRC - 1st	UAL2W	$461.60	
NRC - Add'l	UAL2W	$368.33	
NRC - Disconnect Charge - 1st	UAL2W	NA	
NRC - Disconnect Charge - Add'l	UAL2W	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, Includes manual service inquiry and facility reservation, statewide, per month			
RC - Statewide, per month	UHL2X	NA	
RC - Zone 1, per month (Note 2)	UHL2X	$12.21	
RC - Zone 2, per month (Note 2)	UHL2X	$18.41	
RC - Zone 3, per month (Note 2)	UHL2X	$24.39	
RC - Zone 4, per month (Note 2)	UHL2X	NA	
NRC - 1st	UHL2X	$600.61	
NRC - Add'l	UHL2X	$507.33	
NRC - Disconnect Charge - 1st	UHL2X	NA	
NRC - Disconnect Charge - Add'l	UHL2X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month	UHL2W	NA	
Zone 1, per month	UHL2W	$12.21	
Zone 2, per month	UHL2W	$18.41	
Zone 3, per month	UHL2W	$24.39	
Zone 4, per month	UHL2W	NA	
NRC - 1st	UHL2W	$461.60	
NRC - Add'l	UHL2W	$368.33	
NRC - Disconnect Charge - 1st	UHL2W	NA	
NRC - Disconnect Charge - Add'l	UHL2W	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, Includes manual service inquiry and facility reservation, per month, statewide			
RC - Statewide, per month	UHL4X	NA	
RC - Zone 1, per month (Note 2)	UHL4X	$16.21	
RC - Zone 2, per month (Note 2)	UHL4X	$24.45	
RC - Zone 3, per month (Note 2)	UHL4X	$32.38	
RC - Zone 4, per month (Note 2)	UHL4X	NA	
NRC - 1st	UHL4X	$625.11	
NRC - Add'l	UHL4X	$532.78	
NRC - Disconnect Charge - 1st	UHL4X	NA	
NRC - Disconnect Charge - Add'l	UHL4X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.06	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, per month, statewide	UHL4W	NA	
Zone 1, per month	UHL4W	$16.21	
Zone 2, per month	UHL4W	$24.45	
Zone 3, per month	UHL4W	$32.38	
Zone 4, per month	UHL4W	NA	
NRC - 1st	UHL4W	$486.11	
NRC - Add'l	UHL4W	$393.78	
NRC - Disconnect Charge - 1st	UHL4W	NA	
NRC - Disconnect Charge - Add'l	UHL4W	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.06	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
4-Wire DS1 Digital Loop, per month			
RC - Statewide, per month	USLXX	NA	
RC - Zone 1, per month (Note 2)	USLXX	$59.61	
RC - Zone 2, per month (Note 2)	USLXX	$89.90	
RC - Zone 3, per month (Note 2)	USLXX	$119.06	
RC - Zone 4, per month (Note 2)	USLXX	NA	
NRC - 1st	USLXX	$715.77	
NRC - Add'l	USLXX	$421.50	
NRC - Disconnect Charge - 1st	USLXX	NA	
NRC - Disconnect Charge - Add'l	USLXX	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$43.77	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$48.47	
4-Wire 56 Kbps Dig Grade Loop, per month			
RC - Statewide, per month	UDL56	NA	
RC - Zone 1, per month (Note 2)	UDL56	$34.26	
RC - Zone 2, per month (Note 2)	UDL56	$51.67	
RC - Zone 3, per month (Note 2)	UDL56	$68.43	
RC - Zone 4, per month (Note 2)	UDL56	NA	
NRC - 1st	UDL56	$602.73	
NRC - Add'l	UDL56	$393.50	
NRC - Disconnect Charge - 1st	UDL56	$44.06	
NRC - Disconnect Charge - Add'l	UDL56	$13.55	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
4-Wire 64 Kbps Dig Grade Loop, per month			
RC - Statewide, per month	UDL64	$41.70	
RC - Zone 1, per month (Note 2)	UDL64	$34.26	
RC - Zone 2, per month (Note 2)	UDL64	$51.67	
RC - Zone 3, per month (Note 2)	UDL64	$68.43	
RC - Zone 4, per month (Note 2)	UDL64	NA	
NRC - 1st	UDL64	$602.73	
NRC - Add'l	UDL64	$393.50	
NRC - Disconnect Charge - 1st	UDL64	$44.06	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Disconnect Charge - Add'l	UDL64	$13.55	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.43	
2-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), includes manual service inquiry and facility reservation, per month, statewide *			
RC - Statewide, per month	UCLPB	$20.81	
RC - Zone 1, per month (Note 2)	UCLPB	$18.90	
RC - Zone 2, per month (Note 2)	UCLPB	$28.50	
RC - Zone 3, per month (Note 2)	UCLPB	$37.75	
RC - Zone 4, per month (Note 2)	UCLPB	NA	
NRC - 1st	UCLPB	$600.61	
NRC - Add'l	UCLPB	$507.33	
NRC - Disconnect Charge - 1st	UCLPB	NA	
NRC - Disconnect Charge - Add'l	UCLPB	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$25.52	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$45.43	
2-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), without manual service inquiry and facility reservation, per month, statewide	UCLPW	NA	
Zone 1, per month	UCLPW	TBD	
Zone 2, per month	UCLPW	TBD	
Zone 3, per month	UCLPW	TBD	
Zone 4, per month	UCLPW	NA	
NRC - 1st	UCLPW	$461.61	
NRC - Add'l	UCLPW	$368.33	
NRC - Disconnect Charge - 1st	UCLPW	NA	
NRC - Disconnect Charge - Add'l	UCLPW	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$25.52	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$45.43	
2-Wire Unbundled Copper Loop/Long (greater than 18kft), includes manual service inquiry and facility reservation, per month, statewide			
RC - Statewide, per month	UCL2L	$40.00	
RC - Zone 1, per month (Note 2)	UCL2L	$18.90	
RC - Zone 2, per month (Note 2)	UCL2L	$28.50	
RC - Zone 3, per month (Note 2)	UCL2L	$37.75	
RC - Zone 4, per month (Note 2)	UCL2L	NA	
NRC - 1st	UCL2L	$600.61	
NRC - Add'l	UCL2L	$507.33	
NRC - Disconnect Charge - 1st	UCL2L	NA	
NRC - Disconnect Charge - Add'l	UCL2L	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$25.52	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$21.00	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$45.43	
2-Wire Unbundled Copper Loop/Long (greater than 18kft), without manual service inquiry and facility reservation, per month, statewide	UCL2W	$40.00	
Zone 1, per month	UCL2W	TBD	
Zone 2, per month	UCL2W	TBD	
Zone 3, per month	UCL2W	TBD	
Zone 4, per month	UCL2W	NA	
NRC - 1st	UCL2W	$461.61	
NRC - Add'l	UCL2W	$368.33	
NRC - Disconnect Charge - 1st	UCL2W	NA	
NRC - Disconnect Charge - Add'l	UCL2W	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$25.52	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$21.00	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$45.43	
4-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), Includes manual service inquiry and facility reservation, per month, statewide *	UCL4S	TBD	
Zone 1, per month	UCL4S	TBD	
Zone 2, per month	UCL4S	TBD	
Zone 3, per month	UCL4S	TBD	
Zone 4, per month	UCL4S	NA	
NRC - 1st	UCL4S	TBD	
NRC - Add'l	UCL4S	TBD	
NRC - Disconnect Charge - 1st	UCL4S	TBD	
NRC - Disconnect Charge - Add'l	UCL4S	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
4-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), without manual service inquiry and facility reservation, per month, statewide	UCL4W	TBD	
Zone 1, per month	UCL4W	TBD	
Zone 2, per month	UCL4W	TBD	
Zone 3, per month	UCL4W	TBD	
Zone 4, per month	UCL4W	NA	
NRC - 1st	UCL4W	TBD	
NRC - Add'l	UCL4W	TBD	
NRC - Disconnect Charge - 1st	UCL4W	TBD	
NRC - Disconnect Charge - Add'l	UCL4W	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
4-Wire Unbundled Copper Loop/Long (greater than 18kft), includes manual service inqury and reservation, per month, statewide	UCL4L	TBD	
Zone 1, per month	UCL4L	TBD	
Zone 2, per month	UCL4L	TBD	
Zone 3, per month	UCL4L	TBD	
Zone 4, per month	UCL4L	NA	
NRC - 1st	UCL4L	TBD	
NRC - Add'l	UCL4L	TBD	
NRC - Disconnect Charge - 1st	UCL4L	TBD	
NRC - Disconnect Charge - Add'l	UCL4L	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
4-Wire Unbundled Copper Loop/Long (greater than 18kft), without manual service inquiry and facility reservation, per month, statewide	UCL4O	TBD	
Zone 1, per month	UCL4O	TBD	
Zone 2, per month	UCL4O	TBD	
Zone 3, per month	UCL4O	TBD	
Zone 4, per month	UCL4O	NA	
NRC - 1st	UCL4O	TBD	
NRC - Add'l	UCL4O	TBD	
NRC - Disconnect Charge - 1st	UCL4O	TBD	
NRC - Disconnect Charge - Add'l	UCL4O	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
DS3 Local Loop			
DS3 Unbundled Local Loop - per mile	1L5ND	$15.53	
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$421.60	
NRC - Facility Termination - 1st	UE3PX	$735.42	
NRC - Facility Termination - Add'l	UE3PX	$519.31	
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26	
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26	
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
STS-1 Local Loop			
STS-1 Unbundled Local Loop - per mile	1L5ND	$15.53	
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$431.32	
NRC - STS-1 - Facility Termination - 1st	UDLS1	$735.42	
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$519.31	
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26	
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26	
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
OC3- Local Loop			
Local Loop - OC3 - per Mile	TBD	$11.78	
Local Loop - OC3 - per Facility Termination	TBD	$701.71	
NRC - OC3 - Facility Termination - 1st	TBD	$1,044	
NRC - OC3 - Facility Termination - Add'l	TBD	$505.88	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
OC -12 Local Loop			
Local Loop - OC12 - per Mile	TBD	$14.50	
Local Loop - OC12 - per Facility Termination	TBD	$2,663	
NRC - OC12 - Facility Termination - 1st	TBD	$1,259	
NRC - OC12 - Facility Termination - Add'l	TBD	$505.88	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$54.26	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$54.26	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
OC - 48 Local Loop			
Local Loop - OC48 - per Mile	TBD	$47.57	
Local Loop - OC48 - per Facility Termination	TBD	$1,733	
Local Loop - OC12 interface on OC48 Facility	TBD	$773.40	
NRC - OC48 - Facility Termination - 1st	TBD	$1,259	
NRC - OC48 - Facility Termination - Add'l	TBD	$505.88	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$635.04	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	$410.02	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1s	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Ad	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$54.26	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$54.26	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	NA	
Unbundled Loop Modification			
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft	ULM2L	$80.55	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st	ULM2G	$880.00	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l	ULM2G	$27.30	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft	ULM4G	TBN	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st	ULM4L	TBN	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l	ULM4L	TBN	
NRC - Bridge Tap Removal per pair unloaded	ULMBT	$121.14	
UNBUNDLED SUB-LOOPS			
SUB-LOOP DISTRIBUTION			
Cross-Box Set-Up			
NRC - Set-Up per Cross Box location in the field - CLEC Feeder Facility set-up	USBSA	TBN	
NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	TBN	
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month	USBN2	TBN	
NRC - 1st	USBN2	TBN	
NRC - Add'l	USBN2	TBN	
NRC - Disconnect Charge - 1st	USBN2	TBN	
NRC - Disconnect Charge - Add'l	USBN2	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month	USBN4	TBN	
NRC - 1st	USBN4	TBN	
NRC - Add'l	USBN4	TBN	
NRC - Disconnect Charge - 1st	USBN4	TBN	
NRC - Disconnect Charge - Add'l	USBN4	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month	UCS2X	TBN	
NRC - 1st	UCS2X	TBN	
NRC - Add'l	UCS2X	TBN	
NRC - Disconnect Charge - 1st	UCS2X	TBN	
NRC - Disconnect Charge - Add'l	UCS2X	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Loop Distribution per 4 Wire Unbundled Copper Sub-Loop, per month	UCS4X	TBN	
NRC - 1st	UCS4X	TBN	
NRC - Add'l	UCS4X	TBN	
NRC - Disconnect Charge - 1st	UCS4X	TBN	
NRC - Disconnect Charge - Add'l	UCS4X	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 2W analog, per m	USBR2	TBN	
NRC - 1st	USBR2	TBN	
NRC - Add'l	USBR2	TBN	
NRC - Disconnect Charge - 1st	USBR2	TBN	
NRC - Disconnect Charge - Add'l	USBR2	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Sub-Loop-Intrabuilding Network Cable (a.k.a., riser cable), 4W analog, per month	USBR4	TBN	
NRC - 1st	USBR4	TBN	
NRC - Add'l	USBR4	TBN	
NRC - Disconnect Charge - 1st	USBR4	TBN	
NRC - Disconnect Charge - Add'l	USBR4	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
SUB-LOOP FEEDER			
Cross-Box Set-Up			
NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFW	TBN	
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	TBN	
NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFY	TBN	
NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	TBN	
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFA	TBN	
NRC - 1st	USBFA	TBN	
NRC - Add'l	USBFA	TBN	
NRC - Disconnect Charge - 1st	USBFA	TBN	
NRC - Disconnect Charge - Add'l	USBFA	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	TBN	
NRC - 1st	USBFB	TBN	
NRC - Add'l	USBFB	TBN	
NRC - Disconnect Charge - 1st	USBFB	TBN	
NRC - Disconnect Charge - Add'l	USBFB	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire Analog VG Reverse Battery Unbundled Sub-Loop Feeder, per month	USBFC	TBN	
NRC - 1st	USBFC	TBN	
NRC - Add'l	USBFC	TBN	
NRC - Disconnect Charge - 1st	USBFC	TBN	
NRC - Disconnect Charge - Add'l	USBFC	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFD	TBN	
NRC - 1st	USBFD	TBN	
NRC - Add'l	USBFD	TBN	
NRC - Disconnect Charge - 1st	USBFD	TBN	
NRC - Disconnect Charge - Add'l	USBFD	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFE	TBN	
NRC - 1st	USBFE	TBN	
NRC - Add'l	USBFE	TBN	
NRC - Disconnect Charge - 1st	USBFE	TBN	
NRC - Disconnect Charge - Add'l	USBFE	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire ISDN Unbundled Sub-Loop Feeder, per month	USBFF	TBN	
NRC - 1st	USBFF	TBN	
NRC - Add'l	USBFF	TBN	
NRC - Disconnect Charge - 1st	USBFF	TBN	
NRC - Disconnect Charge - Add'l	USBFF	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire DSI Unbundled Sub-Loop Feeder, per month	USBFG	TBN	
NRC - 1st	USBFG	TBN	
NRC - Add'l	USBFG	TBN	
NRC - Disconnect Charge - 1st	USBFG	TBN	
NRC - Disconnect Charge - Add'l	USBFG	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFH	TBN	
NRC - 1st	USBFH	TBN	
NRC - Add'l	USBFH	TBN	
NRC - Disconnect Charge - 1st	USBFH	TBN	
NRC - Disconnect Charge - Add'l	USBFH	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFJ	TBN	
NRC - 1st	USBFJ	TBN	
NRC - Add'l	USBFJ	TBN	
NRC - Disconnect Charge - 1st	USBFJ	TBN	
NRC - Disconnect Charge - Add'l	USBFJ	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFK	TBN	
NRC - 1st	USBFK	TBN	
NRC - Add'l	USBFK	TBN	
NRC - Disconnect Charge - 1st	USBFK	TBN	
NRC - Disconnect Charge - Add'l	USBFK	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	TBN	
NRC - 1st	USBFL	TBN	
NRC - Add'l	USBFL	TBN	
NRC - Disconnect Charge - 1st	USBFL	TBN	
NRC - Disconnect Charge - Add'l	USBFL	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
4-Wire 9.6 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFM	TBN	
NRC - 1st	USBFM	TBN	
NRC - Add'l	USBFM	TBN	
NRC - Disconnect Charge - 1st	USBFM	TBN	
NRC - Disconnect Charge - Add'l	USBFM	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 19.2 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFN	TBN	
NRC - 1st	USBFN	TBN	
NRC - Add'l	USBFN	TBN	
NRC - Disconnect Charge - 1st	USBFN	TBN	
NRC - Disconnect Charge - Add'l	USBFN	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 56 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFO	TBN	
NRC - 1st	USBFO	TBN	
NRC - Add'l	USBFO	TBN	
NRC - Disconnect Charge - 1st	USBFO	TBN	
NRC - Disconnect Charge - Add'l	USBFO	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 64 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFP	TBN	
NRC - 1st	USBFP	TBN	
NRC - Add'l	USBFP	TBN	
NRC - Disconnect Charge - 1st	USBFP	TBN	
NRC - Disconnect Charge - Add'l	USBFP	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
Unbundled Sub-Loop Modification			
NRC - Load Coil/Equipment Removal per 2 Wire pair	ULM2X	TBN	
NRC - Load Coil/Equipment Removal per 4 Wire pair	ULM4X	TBN	
NRC - Bridge Tap Removal per pair unloaded	ULMBT	TBN	
Loop Make Up			
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual)	UMKLW	$134.00	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is (3).]	UMKLW	$134.00	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC - Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is (3).]	UMKLP	$140.00	
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized)	TBD	$1.08	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Maximum number of spare facilities per mechanized LMUSI is (10).]	TBD	$1.08	
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Maximum number of spare facilities per mechanized LMUSI is (10).]	TBD	$1.08	
Unbundled Network Terminating Wire, per pair, per month	UENPP	TBN	
NRC - UNTW Pair, per pair	UENPP	TBN	
NRC - Disconnect Charge, per pair	UENPP	TBN	
NRC - Incremental Charge - Manual Service Order	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
Sub-Loop Concentration - Channelization Sys (Outside CO)			
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	TBN	
NRC - 1st	UCT8A	TBN	
NRC - Add'l	UCT8A	TBN	
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	TBN	
NRC - 1st	UCT8B	TBN	
NRC - Add'l	UCT8B	TBN	
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	TBN	
NRC - 1st	UCT3A	TBN	
NRC - Add'l	UCT3A	TBN	
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	TBN	
NRC - 1st	UCT3B	TBN	
NRC - Add'l	UCT3B	TBN	
DS1 Feeder Interface, per month	UCTFS	TBN	
NRC 1st	UCTFS	TBN	
NRC Add'l	UCTFS	TBN	
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	TBN	
NRC 1st	TBD	TBN	
NRC Add'l	TBD	TBN	
Channel Interface - 2 Wire ISDN, per month	ULCC1	TBN	
NRC 1st	ULCC1	TBN	
NRC Add'l	ULCC1	TBN	
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	TBN	
NRC 1st	TBD	TBN	
NRC Add'l	TBD	TBN	
Channel Interface - 4 Wire Voice, per month	ULCC4	TBN	
NRC 1st	ULCC4	TBN	
NRC Add'l	ULCC4	TBN	
Test Circuit, per month	UCTTC	TBN	
NRC 1st	UCTTC	TBN	
NRC Add'l	UCTTC	TBN	
Channel Interface - Digital 56Kbps, per month	ULCC5	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
NRC 1st	ULCC5	TBN	
NRC Add'l	ULCC5	TBN	
Channel Interface - Digital 64Kbps, per month	ULCC6	TBN	
NRC 1st	ULCC6	TBN	
NRC Add'l	ULCC6	TBN	
Loop Concentration System (Inside C.O.)			
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.06	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$13.55	
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$399.21	
NRC - 1st	UCT8A	$1,119.30	
NRC - Add'l	UCT8A	NA	
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$71.91	
NRC - 1st	UCT8B	$466.38	
NRC - Add'l	UCT8B	NA	
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$450.13	
NRC - 1st	UCT3A	$1,119.30	
NRC - Add'l	UCT3A	NA	
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$121.16	
NRC - 1st	UCT3B	$466.38	
NRC - Add'l	UCT3B	NA	
DS1 Interface, per month	UCTCO	$6.79	
NRC 1st	UCTCO	$369.13	
NRC Add'l	UCTCO	$182.54	
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.69	
NRC 1st	TBD	$35.91	
NRC Add'l	TBD	$35.71	
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.76	
NRC 1st	ULCC1	$35.91	
NRC Add'l	ULCC1	$35.71	
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$16.01	
NRC 1st	TBD	$35.91	
NRC Add'l	TBD	$35.71	
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.55	
NRC 1st	ULCC4	$35.91	
NRC Add'l	ULCC4	$35.71	
Test Circuit, per month	UCTTC	$46.66	
NRC 1st	UCTTC	$35.91	
NRC Add'l	UCTTC	$35.71	
Channel Interface - Digital 56Kbps, per month	ULCC5	TBN	
NRC 1st	ULCC5	TBN	
NRC Add'l	ULCC5	TBN	
Channel Interface - Digital 64Kbps, per month	ULCC6	TBN	
NRC 1st	ULCC6	TBN	
NRC Add'l	ULCC6	TBN	
LINE SHARING			
System Splitter - 96 Line Capacity			
RC - Per month	ULSDA	$100.00	
NRC - 1st	ULSDA	$300.00	
NRC - Addl	ULSDA	$0.00	
NRC - Disconnect	ULSDA	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	SC	
System Splitter - 24 Line Capacity			
RC - Per month	ULSDB	$25.00	
NRC - 1st	ULSDB	$300.00	
NRC - Addl	ULSDB	$0.00	
NRC - Disconnect	ULSDB	NA	
Loop Capacity, Line Activation Per Occurrence			
RC - Per Month	ULSDC	$6.00	
NRC - 1st	ULSDC	$40.00	
NRC - Addl	ULSDC	$22.00	
Subsequent Activity - Per Occurrence			
NRC - 1st	ULSDS	$30.00	
NRC - Addl	ULSDS	$15.00	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$25.52	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$21.00	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
* Rates subject to true-up			

DESCRIPTION	USOC	SC
LOCAL EXCHANGE SWITCHING (PORTS)		
2-Wire Analog Line Port (Res., Bus.), per month		
2-Wire Voice Grade Line Port (Residence), per month		
2- wire voice unbundled port - residence	UEPRL	$2.35
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.35
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.35
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	$2.35
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	$2.35
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.35
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
2-Wire Voice Grade Line Port(Business), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$2.35
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.35
2-wire voice unbundled outgoing only port	UEPBO	$2.35
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	$2.35

DESCRIPTION	USOC	SC
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.35
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	$2.35
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
Non-Recurring Charges (NRC) - 1st (Residence)		
2- wire voice unbundled port - residence	UEPRL	$24.98
2-wire voice unbundled port with caller ID - residence	UEPRC	$24.98
2-wire voice unbundled port outgoing only - residence	UEPRO	$24.98
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$24.98
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	$24.98
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPA0	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$24.98
NRC - Add'l (Residence)		
2- wire voice unbundled port - residence -	UEPRL	$24.98
2-wire voice unbundled port with caller ID - residence	UEPRC	$24.98
2-wire voice unbundled port outgoing only - residence	UEPRO	$24.98
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$24.98
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	$24.98
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA

DESCRIPTION	USOC	SC
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPA0	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$24.98
NRC - Subsequent Activity	USASC	$10.00
NRC - 1st (Business)		
2-wire Voice Unbundled Port without Caller ID	UEPBL	$24.98
2-wire voice unbundled port with Caller ID	UEPBC	$24.98
2-wire voice unbundled outgoing only port	UEPBO	$24.98
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$24.98
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$24.98
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	$24.98
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
NRC - Add'l (Business)	UEPBL	$24.98
2-wire voice unbundled port without Caller ID	UEPBL	$24.98
2-wire voice unbundled port with Caller ID	UEPBC	$24.98
2-wire voice unbundled outgoing only port	UEPBO	$24.98
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$24.98
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$24.98
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	$24.98
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port (B2F)	UEPAE	NA
NRC - Subsequent Activity	USASC	$10.00
NRC - Disconnect Charge - 1st		
2- wire voice unbundled port - residence		NA
2-wire voice unbundled port with caller ID - residence		NA
2-wire voice unbundled port outgoing only - residence		NA
2-wire voice unbundled area plus port with caller ID - residence		NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA

DESCRIPTION	USOC	SC
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TAOER)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		NA
2-wire voice unbundled port without Caller ID		NA
2-wire voice unbundled port with Caller ID		NA
2-wire voice unbundled outgoing only Port		NA
2-wire voice unbundled Area Plus Port with Caller ID		NA
2-wire voice unbundled Incoming only Port with Caller ID		NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA
NRC - Disconnect Charge - Add'l		
2- wire voice unbundled port - residence		NA
2-wire voice unbundled port with caller ID - residence		NA
2-wire voice unbundled port outgoing only - residence		NA
2-wire voice unbundled area plus port with caller ID - residence		NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TAOER)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		NA
2-wire voice unbundled port without Caller ID		NA
2-wire voice unbundled port with Caler ID		NA
2-wire voice unbundled outgoing only port		NA
2-wire voice unbundled Area Plus Port with Caller ID		NA
2-wire voice unbundled Incoming only port with Caller ID		NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA

DESCRIPTION	USOC	SC
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$14.63
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
All available features, per month	UEPVF	$6.29
NRC - 1st (all types)		$36.24
NRC - Add'l (all types)		$36.24
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$14.63
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Three available feature, per month	UEPVF	$3.03
NRC - 1st (all types)		$4.53
NRC - Add'l (all types)		$4.53
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.42
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$14.63
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire Analog VG Port, per month	UEP4A	$2.28
NRC - 1st	UEP4A	$3.50
NRC - Add'l	UEP4A	$3.50
NRC - Disconnect Charge - 1st	BFR	NA
NRC - Disconnect Charge - Add'l	BFR	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire DID Port; per month	UEPP2	$12.08
NRC - 1st	UEPP2	$50.00
NRC - Add'l	UEPP2	$50.00
NRC - Disconnect Charge - 1st	UEPP2	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	$130.23
NRC - 1st	UEPDD	$60.00

DESCRIPTION	USOC	SC
NRC - Add'l	UEPDD	$60.00
NRC - Disconnect Charge - 1st	UEPDD	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$33.74
NRC - 1st	U1PMA	$65.79
NRC - Add'l	U1PMA	$65.79
NRC - Disconnect Charge - 1st	U1PMA	NA
NRC - Disconnect Charge - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$67.52
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$67.52
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC - User Profile per B Channel (4)	U1UMA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	$38.68
NRC - 1st	U1PMA	$106.40
NRC - Add'l	U1PMA	$106.40
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$67.52
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$67.52
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	$36.01
NRC - 1st	U1PMA	$70.32
NRC - Add'l	U1PMA	$70.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$67.52
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$67.52
4-Wire ISDN DS1 Port, per month	UEPEX	$214.79
NRC - 1st	UEPEX	$278.37
NRC - Add'l	UEPEX	$278.37
NRC - Disconnect Charge - 1st	UEPEX	NA
NRC - Disconnect Charge - Add'l	UEPEX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$65.48
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$65.48
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	$251.00
NRC - 1st	UEPEX	$311.73
NRC - Add'l	UEPEX	$311.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$65.48
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$65.48
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.35
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.35
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.35
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.35
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2.35
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$2.35
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$2.35
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA

DESCRIPTION	USOC	SC
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.35
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.35
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.35
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.35
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.35
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.35
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.35
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2.35
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.35
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.35
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	$2.35
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
NRC - 1st	UEPPC	$24.36
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$24.36
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$24.36
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$24.36
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$24.36
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$24.36

DESCRIPTION	USOC	SC
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$24.36
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$24.36
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$24.36
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$24.36
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$24.36
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$24.36
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$24.36
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	$24.36
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
Subsequent Activity	USASC	$10.00
NRC - Add'l		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$24.36

DESCRIPTION	USOC	SC
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$24.36
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$24.36
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$24.36
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$24.36
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$24.36
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UERLD	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$24.36
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$24.36
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$24.36
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$24.36
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$24.36
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$24.36
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UERXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$24.36
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	$24.36
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA

DESCRIPTION	USOC	SC
NRC - Disconnect Charge - 1st		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA

DESCRIPTION	USOC	SC
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA
NRC - Disconnect Charge - Add'l		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA

DESCRIPTION	USOC	SC
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$41.86
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$14.46
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features
NRC - 1st	HTGUX	See features
NRC - Add'l	HTGUX	See features
Coin Port, per month		$2.77
NRC - 1st		$24.75
NRC - Add'l		$24.75
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$43.48
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$14.57
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire Coin Port, per month		NA
NRC - 1st		NA
NRC - Add'l		NA
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st		NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA
VERTICAL FEATURES		
Local Switching Features offered with Port, Per month	N/A	See above
Three-Way Calling, per month		$1.10
NRC		$1.51
NRC - Disconnect		NA
Customer Changeable Speed Calling, per month		$0.1247
NRC		$1.51
NRC - Disconnect		NA
Call Waiting		$0.0665
NRC		$1.51
NRC - Disconnect		NA
Remote Activation of Call Fordwarding, per month		$0.3743
NRC		$1.51
NRC - Disconnect		NA
Cancel Call Waiting, per month		$0.0099
NRC		$1.51
NRC - Disconnect		NA

DESCRIPTION	USOC	SC
Automatic Callback, per month		$0.8015
NRC		$1.51
NRC - Disconnect		NA
Automatic Recall, per month		$0.3102
NRC		$1.51
NRC - Disconnect		NA
Calling Number Delivery, per month		$0.3272
NRC		$1.51
NRC - Disconnect		NA
Calling Number Delivery Blocking, per month		$0.3684
NRC		$1.51
NRC - Disconnect		NA
Customer Originated Trace, per month		$0.1402
NRC		$1.51
NRC - Disconnect		NA
Selective Call Rejection, per month		$0.1528
NRC		$1.51
NRC - Disconnect		NA
Selective Call Forwarding, per month		$0.1287
NRC		$1.51
NRC - Disconnect		NA
Selective Call Acceptance, per month		$0.3283
NRC		$1.51
NRC - Disconnect		NA
Multiline Hunt Service (Rotary)		
Service per line, (in addition to port) , per month		$0.1301
NRC		$1.51
NRC - Disconnect		NA
Call Forwarding Variable, per month		$0.0768
NRC		$1.51
NRC - Disconnect		NA
Call Forwarding Busy Line, per month		$0.0603
NRC		$1.51
NRC - Disconnect		NA
Call Forwarding Don't Answer All Calls, per month		$0.0655
NRC		$1.51
NRC - Disconnect		NA
Remote Call Forwarding, per month		$1.41
NRC		$1.51
NRC - Disconnect		NA
Call Transfer, per month		$0.1392
NRC		$1.51
NRC - Disconnect		NA
Call Hold, per month		$0.0677
NRC		$1.51
NRC -- Disconnect		NA
Toll Restricted Service, per month		$0.0743
NRC		$1.51
NRC - Disconnect		NA
Message Waiting Indicator -- Stutter Dial Tone, per month		$0.0318
NRC		$1.51
NRC - Disconnect		NA

DESCRIPTION	USOC	SC
Anonymous Call Rejection, per month		$1.13
NRC		$1.51
NRC - Disconnect		NA
Shared Call Appearances of a DN, per month		$0.3513
NRC		$1.47
NRC - Disconnect		NA
Multiple Call Appearances, per month		$0.0891
NRC		$1.47
NRC - Disconnect		NA
ISDN Bridged Call Exclusion, per month		$0.0013
NRC		$1.47
NRC - Disconnect		NA
Call by Call Access, per month		$0.3621
NRC		$33.36
NRC - Disconnect		NA
Privacy Release, per month		$0.0116
NRC		$1.51
NRC - Disconnect		NA
Multi Appearance Directory Number Calls, per month		$0.1048
NRC		$1.51
NRC - Disconnect		NA
Make Set Busy, per month		$0.0101
NRC		$1.51
NRC - Disconnect		NA
Teen Service (Res. Dist. Alerting Service), per month		$0.2149
NRC		$1.51
NRC - Disconnect		NA
Code Restriction and Diversion, per month		$0.0708
NRC		$1.51
NRC - Disconnect		NA
Call Park, per month		$0.0694
NRC		$1.51
NRC - Disconnect		NA
Automatic Line, per month		$0.1179
NRC		$1.51
NRC - Disconnect		NA
2-WIRE ISDN BRI FEATURES		
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD
Shared Non-ISDN DN	D0E	TBD
Privacy Release	DS1FU	TBD
Manual Exclusion	DS1FM	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD
Call Forwarding Variable – Data	LLOCD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD

DESCRIPTION	USOC	SC
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSQV	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD
Speed Calling	LLZSU	TBD
Visual Message Waiting Indicator	LLAVP	TBD
Audible Message Waiting Indicator	MWW	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD
Call Tracing	NST	TBD
Call Return	NSS	TBD
Preferred Call Forwarding	NCE	TBD
Call Block	NSY	TBD
Repeat Dialing	NSQ	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD
Per Line Blocking For General Public	NOBPC	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD
Call Return Denial Of, Per Activation	BCR	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD
Automatic Line/Direct Connect	M6GN9	TBD
Make Set Busy	M6MPD	TBD
Selective Call Acceptance	M6K16	TBD
Call Park/Call Retrieve	M6HP6	TBD
Call Transfer System Exception	M6QTD	TBD
Make Set Busy – Intragroup	M6MGD	TBD
All Customized Code Restrictions	CREX+	TBD
Additional Listings	CLT	TBD
Additional Listing No Rate	FLT	TBD
Cross Reference Listing	LLT	TBD
Non-Pub Listing No Rate	NP3	TBD
Non-List Listing	NLT	TBD
Non-List Listing No Rate	NLE	TBD
Alternate Call Listing	FNA	TBD
Manual Service Order Charge	SOMAN	TBD
All Selective Class Of Call Screening	SRG++	TBD
ISDN Message Waiting Indication Lamp, per month		$0.0138
NRC		$1.47
NRC - Disconnect		NA
ISDN Feature Function Buttons		
NRC		$1.51
NRC - Disconnect		NA
Subsequent Ordering Charge – (per order, per line)		
NRC - Electronic - 1st		$1.36
NRC - Electronic - Add'l		$0.71
NRC - Manual - 1st		$7.35

DESCRIPTION	USOC	SC
NRC - Manual - Add'l		$0.95
NRC - Disconnect		NA
Unbundled Port Usage Charges		
End Office Switching (Port Usage)		
End Office Switching Function, per mou	N/A	$0.0019295
End Office Switching Function, add'l mou (5)	N/A	NA
End Office Interoffice Trunk Port---Shared, per mou	N/A	$0.0002581
Tandem Switching (Port Usage) (Local or Access Tandem)		
Tandem Switching Function per mou	N/A	$0.0006843
Tandem Interoffice Trunk Port - Shared per mou		$0.0004034
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	$0.0000121
Common (Shared) Transport Facilities Termination per mou	N/A	$0.0004672
NOTES:		
1 Port rate includes all available features.		
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.		
3 Access to B Channel or D Channel Packet capabilities will be avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.		
4 This rate element is for those states which have a specific rate for User Profile per B Channel.		
5 This rate element is for use in those states with a different rate for additional minutes of use.		

UNBUNDLED DEDICATED TRANSPORT - Local Channel	USOC	SC
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring per month	ULDV2	$16.83
NRC - 2-wire VG - 1st	ULDV2	$554.00
NRC - 2-wire VG -Add'l	ULDV2	$88.58
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	NA
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$43.75
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$13.55
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring per month	ULDV4	$18.05
NRC - 4-Wire VG - 1st	ULDV4	$562.46
NRC - 4-Wire VG - Add'l	ULDV4	$91.57
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	NA
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$43.64
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$13.55
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - DS1		
DS1 per month	ULDF1	$37.20
NRC - DS1 - 1st	ULDF1	$534.81
NRC - DS1 - Add'l	ULDF1	$462.81
NRC - DS1 - Disconnect Chg - 1st	ULDF1	NA
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$87.99
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$3.11
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - DS3		
DS3 - per mile per month	1L5NC	$12.08
DS3 - Facility Termination per month	ULDF3	$493.31
NRC - DS3 - Facility Termination - 1st	ULDF3	$735.42
NRC - DS3 - Facility Termination - Add'l	ULDF3	$519.31
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	NA
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA

NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - STS-1		
STS-1 - per mile per month	1L5NC	$12.08
STS-1 - Facility Termination per month	ULDFS	$481.14
NRC - STS-1 - Facility Termination - 1st	ULDFS	$735.42
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$519.31
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	NA
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC3		
OC3 per mile per month	TBD	$10.15
OC3 Facility Termination per month	TBD	$483.31
NRC - OC3 - Facility Termination - 1st	TBD	$735.42
NRC - OC3 - Facility Termination - Add'l	TBD	$519.31
NRC - OC3 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC12		
OC12 per mile per month	TBD	$14.50
OC12 Facility Termination per month	TBD	$4,414
NRC - OC12 - Facility Termination - 1st	TBD	$1,259
NRC - OC12 - Facility Termination - Add'l	TBD	$505.88
NRC - OC12 - Facility Termination -Disconnect Chg - 1st	TBD	NA
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC48		

		OC48 per mile per month	TBD	$47.57
		OC48 Facility Termination per month	TBD	$1,842
		OC48 - Interface OC12 on OC48 per month	TBD	$773.40
		NRC - OC48 - Facility Termination - 1st	TBD	$1,259
		NRC - OC48 - Facility Termination -Add'l	TBD	$505.88
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$635.04
		NRC -OC48 - Interface OC12 on OC48 -Add'l	TBD	$410.02
		NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	NA
		NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st	TBD	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l	TBD	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
		NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
		NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
		NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-	SOMAN	$54.26
		NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	$54.26
		NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	
		NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
		NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	NA
		NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	NA
		UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel		
		Interoffice Transport-- Dedicated - 2-wire VG		
		2-Wire VG - per mile per month	1L5XX	$0.0373
		2-Wire VG - Facility Termination per month	U1TV2	$21.42
		NRC - 2-wire VG - Facility Termination -1st	U1TV2	$136.44
		NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$51.37
		NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	NA
		NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$39.63
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$39.63
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
		NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
		Common (Shared) Transport		
		Common (Shared) Transport per mile per mou	NA	$0.0000121
		Common (Shared) Transport Facilities Termination per mou	NA	$0.0004672
		Interoffice Transport - Dedicated - 4-wire VG		
		4-Wire VG - per mile per month	1L5XX	NA
		4-Wire VG - Facility Termination per month	U1TV4	NA
		NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA
		NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA
		NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA
		NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA

NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS0 - 56		
DS0 - per mile per month	1L5XX	$0.0373
DS0 - Facility Termination per month	U1TD5	$20.71
NRC - DS0 - Facility Termination - 1st	U1TD5	$136.44
NRC - DS0 - Facility Termination - Add'l	U1TD5	$51.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$39.63
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$39.63
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated -64 KBPS		
DS0 - per mile per month	1L5XX	$0.0373
DS0 - Facility Termination per month	U1TD6	$20.71
NRC - DS0 - Facility Termination - 1st	U1TD6	$136.44
NRC - DS0 - Facility Termination - Add'l	U1TD6	$51.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$39.63
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$39.63
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS1		
DS1 - per mile per month	1L5XX	$0.7598
DS1 - Facility Termination per month	U1TF1	$94.98
NRC - DS1-Facility Termination - 1st	U1TF1	$216.27
NRC - DS1 - Facility Termination - Add'l	U1TF1	$162.70
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$39.63
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$39.63
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA

Interoffice Transport - Dedicated - DS3		
DS3 - per mile per month	1L5XX	$8.13
DS3 -Facility Termination per month	U1TF3	$967.70
NRC - DS3 - Facility Termination -1st	U1TF3	$606.72
NRC - DS3 - Facility Termination - Add'l	U1TF3	$423.45
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - STS-1		
STS-1 - per mile per month	1L5XX	$8.13
STS-1 -Facility Termination per month	U1TFS	$967.58
NRC - STS-1 - Facility Termination -1st	U1TFS	$606.72
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$423.45
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	NA
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$54.26
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$54.26
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - OC3		
OC3 -per mile per month	1L5XX	$9.75
OC3 -Facility Termination per month	TBD	$2,802
NRC - OC-3 - Facility Termination - 1st	TBD	$915.64
NRC - OC-3 - Facility Termination - Add'l	TBD	$410.02
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st	TBD	NA
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$54.26
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$54.26
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1	SOMAN	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-A	SOMAN	NA
Interoffice Transport - Dedicated - OC12		
OC12 -per mile per month	1L5XX	$32.52
OC12 -Facility Termination	TBD	$11,132
NRC - OC12- Facility Termination - 1st	TBD	$1,131
NRC - OC12- Facility Termination - Add'l	TBD	$410.02

NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$54.26
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$54.26
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add	SOMAN	NA
Interoffice Transport - Dedicated - OC48		
OC48 -per mile per month	1L5XX	$45.92
OC48 -Facility Termination per month	TBD	$967.58
OC48 -per Interface OC12 on OC48 per month	TBD	$1,561
NRC - OC48 - Facility Termination - 1st	TBD	$1,131
NRC - OC48 - Facility Termination - Add'l	TBD	$410.02
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$635.04
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	$410.02
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$54.26
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$54.26
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$54.26
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$54.26
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	NA
UNBUNDLED CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System (28 DS1) per month	MQ3	$200.01
NRC - 1st	MQ3	$321.54
NRC - Add'l	MQ3	$234.30
NRC -1st - Disconnect	MQ3	NA
NRC -Add'l - Disconnect	MQ3	NA
per Interface per month (COCI)	UC1D1	$11.99
NRC - 1st	UC1D1	$12.05
NRC - Add'l	UC1D1	$8.68
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$25.59
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$8.92
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA

DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	MQ1	$147.51
NRC - 1st	MQ1	$220.89
NRC - Add'l	MQ1	$187.15
NRC -1sr - Disconnect	MQ1	NA
NRC -Add'l - Disconnect	MQ1	NA
- Interface (COCI)		
per OCU-DP(data) card,per month (2.4-64kbs)	1D1DD	$2.34
NRC - 1st	1D1DD	$12.05
NRC - Add'l.	1D1DD	$8.68
per BRITE card per month	UC1CA	$4.21
NRC - 1st	UC1CA	$12.05
NRC - Add'l	UC1CA	$8.68
per VG card per month (DS0)	1D1VG	$1.47
NRC - 1st	1D1VG	$12.05
NRC - Add'l	1D1VG	$8.68
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$25.59
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$8.92
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
UNBUNDLED DARK FIBER		
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	$36.75
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,747.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$565.53
NRC -Disconnect--1st	UDF14	NA
NRC -Disconnect--Add'l	UDF14	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per	1L5DC	$100.37
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,747.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$565.53
NRC -Disconnect--1st	UDFC4	NA
NRC -Disconnect--Add'l	UDFC4	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per m	1L5DL	$100.37
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,747.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$565.53
NRC -Disconnect--1st	UDFL4	NA
NRC -Disconnect--Add'l	UDFL4	NA

DESCRIPTION	USOC	SG
UNBUNDLED LOOP COMBINATIONS		
Unbundled Loop/Port Combinations (Note 4)		
MARKET RATES - (INCLUDING ALL VERTICAL FEATURES) (Note 1)		
Density Zone 1 / Top 8 MSAs in BellSouth Region		
Customers with 4 or more DS0 Equivalent		
Currently Combined (Note2)		
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)		
2-Wire Voice Grade Line Port (Res.), per month		
2- wire voice unbundled port - residence	UEPRL	NA
2-wire voice unbundled port with caller ID - residence	UEPRC	NA
2-wire voice unbundled port outgoing only - residence	UEPRO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UERAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	NA
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	NA
2-wire voice unbundled port with unbundled port with Caller+E484 ID.	UEPBC	NA
2-wire voice unbundled outgoing only port	UEPBO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	NA

DESCRIPTION	USOC	SC
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)		
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA
Nonrecurring Charges		
2-Wire Voice Grade Line Port (Res. And Bus.)		
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Lige Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - Incremental Manual Service Order Disconnect	TBD	NA
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA

DESCRIPTION	USOC	SC
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA
Nonrecurring Charges		

DESCRIPTION	USOC	SC
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received,from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - Incremental Manual Service Order Disconnect	TBD	NA
COST BASED RATES (Notes 2 & 3)		
Currently Combined		
2-Wire Voice Grade Loop with 2-Wire Line Port		
2-Wire Voice Grade Line Port (Res.), per month		
2- wire voice unbundled port - residence	UEPRL	$3.69
2-wire voice unbundled port with caller ID - residence	UEPRC	$3.69
2-wire voice unbundled port outgoing only - residence	UEPRO	$3.69
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	$3.69
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$3.69
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	$3.69
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA

DESCRIPTION	USOC	SC
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$3.69
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$3.69
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$3.69
2-wire voice unbundled outgoing only port	UEPBO	$3.69
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	$3.69
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$3.69
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	$3.69
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UERAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$17.02
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$25.66
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$33.99
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$20.71
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$29.35
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$37.68
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
Nonrecurring Charges		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$1.59
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.40
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$1.59
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.40
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$43.19
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$9.91

DESCRIPTION	USQC	SC
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD.	$0.71
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	$8.91
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPAP	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPAP	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPB1	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPB1	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA
2- Wire Voice Grade Loop - Bus Only with 2 -Wire DID Trunk Port		
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	TBD
2-Wire Voice Grade Loop (SL2)		
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	$21.57
RC - 2- Wire Voice Grade Loop - Zone 2	UECD1	$32.53
RC - 2- Wire Voice Grade Loop - Zone 3	UECD1	$43.08
RC - 2- Wire Voice Grade Loop - Zone 4	UECD1	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	TBD

DESCRIPTION	USOC	SC
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone4 (Note 6)	Note 8	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - 1st	TBD	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Addl	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - Addl	TBD	TBD
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port		
2-wire ISDN Digital Port per month	UEPPB	$33.74
2-Wire ISDN Digital Grade Loop		
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	$26.68
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	$40.24
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	$53.29
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA
Combination Rates		
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	$60.42
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	$73.98
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	$87.03
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port		
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	$214.79
4 - Wire DS1 Digital Loop		
RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	$59.61
RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	$89.90
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	$119.06
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA
Combination Rates		
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	$274.40
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	$304.69
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	$333.85
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	TBD

DESCRIPTION	USOC	SC
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port		
4 - Wire DID Trunk Port	TBD	TBD
4 - Wire DS1 Digital Loop		
4 - Wire DS1 Digital Loop - Statewide	TBD	NA
4 - Wire DS1 Digital Loop - Zone 1	TBD	$59.61
4 - Wire DS1 Digital Loop - Zone 2	TBD	$89.90
4 - Wire DS1 Digital Loop - Zone 3	TBD	$119.06
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA
Combination Rates		
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	Note 8	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	Note 8	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	Note 8	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	Note 8	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4	Note 8	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Add'l	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	TBD
NRC - 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC- 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD
NRC- 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port - Incremental Cost- Manual Service Order - Add'l	TBD	TBD
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$3.69
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$3.69
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$3.69
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$3.69

DESCRIPTION	USOC	SC
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$3.69
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$3.69
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$3.69
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$3.69
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$3.69
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$3.69
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$3.69
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$3.69
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$3.69
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$3.69
2-WIRE VOICE UNBUNDLED 2-WAY RBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	$3.69
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY RBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$17.02
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$25.66
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$33.99
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		

DESCRIPTION	USOC	SC
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$20.71
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$29.35
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$37.68
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
Nonrecurring Charges		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$1.59
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.40
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$1.59
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.40
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$43.19
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$9.91
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	$0.71
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	$8.91
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPP1	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPP1	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXB	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXB	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXE	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXE	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXM	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXM	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXS	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXS	NA

DESCRIPTION	USOC	SC
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA
All Other Loop/Port Combinations	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
NOTES:		
1 Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.		
2 In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.		
3 In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.		
4 End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.		
5 Deleted		
6 Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.		
7 In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates		
8 There is not a unique combination USOC. CLEC should submit the loop and port USOCs.		

ENHANCED EXTENDED LINKS (EELs)		
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	**USOC**	**SC**
Recurring Charges		
2-wire VG Loop per month, statewide	UEAL2	NA
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
2-wire VG Loop per month, Zone 3 (Note 1)	NA	NA
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
DS1 Channelized System per month	MQ1	NA
VG (COCI) interface card per month	1D1VG	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA
NRC-2-wire VG Local Loop - 1st	UEAL2	NA
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA
NRC-DS1 Channelization System -1st	MQ1	NA
NRC-DS1 Channelization System - Add'l	MQ1	NA
NRC-VG(COCI)interface card -1st	1D1VG	NA
NRC-VG(COCI)interface card - Add'	1D1VG	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMEC	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:		
Recurring Charges		
4-wire VG Loop per month, statewide	UEAL4	NA
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
DS1 Channelized System per month	MQ1	NA
VG (COCI) interface card per month	1D1VG	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA
NRC-DS1 Channelization System -1st	MQ1	NA
NRC-DS1 Channelization System - Add'l	MQ1	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC-VG(COCI)interface card -1st	1D1VG	NA
		NRC-VG(COCI)interface card - Add'l	1D1VG	NA
		NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Elec	SOMEC	NA
		NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
		DS1 Interoffice Channel and 2-wire ISDN Local Loop:		
		Recurring Charges		
		2-wire ISDN Loop per month, statewide	U1L2X	NA
		2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	NA
		2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	NA
		2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	NA
		2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
		DS1 Channelized System per month	MQ1	NA
		2-wire ISDN(BRITE COCI) per month	UC1CA	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
		NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
		NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA
		NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA
		NRC-DS1 Channelization System -1st	MQ1	NA
		NRC-DS1 Channelization System - Add'l	MQ1	NA
		NRC-2-wire BRITE(COCI)interface card -1st	UC1OA	NA
		NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	NA
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - El	SOMEC	NA
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
		DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
		Recurring Charges		
		4-wire 56kbps Loop per month, statewide	UDL56	NA
		4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA
		4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA
		4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA
		4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
		DS1 Channelized System per month	MQ1	NA
		4-wire 56kbps card COCI per month	1D1DD	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		Non-Recurring Charges - New EEL (Note 2) (Note 3)		
		NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
		NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
		NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA
		NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA
		NRC-DS1 Channelization System -1st	MQ1	NA
		NRC-DS1 Channelization System - Add'l	MQ1	NA
		NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	NA
		NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	NA
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMEC	NA
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
		DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:		
		Recurring Charges		
		4-wire 64kbps Loop per month, statewide	UDL64	NA
		4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA
		4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA
		4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA
		4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
		DS1 Channelized System per month	MQ1	NA
		4-wire 64kbps card COCI per month	1D1DD	NA
		Non-Recurring Charges - New EEL (Note 2) (Note 3)		
		NRC- DS1 interoffice - 1st	U1TF1	NA
		NRC- DS1 interoffice - Add'l	U1TF1	NA
		NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA
		NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA
		NRC-DS1 Channelization System -1st	MQ1	NA
		NRC-DS1 Channelization System - Add'l	MQ1	NA
		NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	NA
		NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMEC	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
		DS1 Interoffice Channel and DS1 Interoffice Local Loop:		
		Recurring Charges		
		DS1 Loop per month,State wide	USLXX	NA
		DS1 Loop per month, Zone 1 (Note 1)	TBD	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
			Non-Recurring Charges - New EEL (Note 2) (Note 3)		
			NRC- DS1 Interoffice - 1st	U1TF1	NA
			NRC- DS1 Interoffice - Add'l	U1TF1	NA
			NRC-DS1 Local Loop - 1st	USLXX	NA
			NRC-DS1 Local Loop - Add'l	USLXX	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			DS3 Interoffice Channel and DS3 Local Loop:		
			Recurring Charges		
			DS3 Loop per Facility Termination per month	UE3PX	NA
			DS3 Loop per mile	1L5ND	NA
			Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- DS3 Interoffice - 1st	U1TF3	NA
			NRC- DS3 Interoffice - Add'l	U1TF3	NA
			NRC-DS3 Local Loop - 1st	UE3PX	NA
			NRC-DS3 Local Loop - Add'l	UE3PX	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic	SOMEC	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			STS-1 Interoffice Channel and STS-1 Local Loop:		
			Recurring Charges		
			STS-1 Loop per Facility Termination per month	UDLS1	NA
			STS-1 Loop per mile	1L6ND	NA
			Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA
			Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- STS-1 Interoffice - 1st	U1TFS	NA
			NRC- STS-1 Interoffice - Add'l	U1TFS	NA
			NRC-STS-1 Local Loop - 1st	UDLS1	NA
			NRC-STS-1 Local Loop - Add'l	UDLS1	NA
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electr	SOMEC	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
		NRC-STS-1 interoffice channel and STS-1 local Loop Combination - Manu	SOMAN	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
		DS3 Interoffice Channel and DS1 Local Loop:		
		Recurring Charges		
		DS1 Loop per month, State wide	USLXX	NA
		DS1 Loop per month, Zone 1 (Note 1)	TBD	NA
		DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
		DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	NA
		Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA
		DS3 Channelized System per month	MQ3	NA
		DS3 Interface per month (DS1 COCI)	UC1D1	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- DS3 Interoffice - 1st	U1TF3	NA
		NRC- DS3 interoffice - Add'l	U1TF3	NA
		NRC-DS1 Local Loop - 1st	USLXX	NA
		NRC-DS1 Local Loop - Add'l	USLXX	NA
		NRC-DS3 Channelization System -1st	MQ3	NA
		NRC-DS3 Channelization System - Add'l	MQ3	NA
		NRC-DS1(COCI)Interface card -1st	UC1D1	NA
		NRC-DS1(COCI)Interface card -Add'l	UC1D1	NA
		NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	NA
		NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
		NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
		NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
		NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
		NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
		STS-1 Interoffice Channel and DS1 Local Loop:		
		Recurring Charges		
		DS1 Loop per month, State wide	USLXX	NA
		DS1 Loop per month, Zone 1 (Note 1)	TBD	NA
		DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
		DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA
		DS3 Channelized System per month	MQ3	NA
		DS3 Interface per month (DS1 COCI)	UC1D1	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC-DS1 Local Loop - 1st	USLXX	NA
		NRC-DS1 Local Loop - Add'l	USLXX	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC- STS-1 Interoffice - 1st	U1TFS	NA
		NRC- STS-1 Interoffice - Add'l	U1TFS	NA
		NRC-DS3 Channelization System -1st	MQ3	NA
		NRC-DS3 Channelization System - Add'l	MQ3	NA
		NRC-DS1(COCI)Interface card -1st	UC1D1	NA
		NRC-DS1(COCI)Interface card -Add'l	UC1D1	NA
		NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Electron	SOMEC	NA
		NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
		NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
		NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
		NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
		NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
		2-wire VG Interoffice Channel and 2-wire VG Local Loop:		
		Recurring Charges		
		2-wire VG Loop per month, statewide	UEAL2	NA
		2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
		2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
		2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
		2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	NA
		Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- 2-wire VG interoffice - 1st	U1TV2	NA
		NRC- 2-wire VG interoffice - Add'l	U1TV2	NA
		NRC-2-wire VG Local Loop - 1st	UEAL2	NA
		NRC-2-wire VG Local Loop - Add'l	UEAL2	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMEC	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
		4-wire VG Interoffice Channel and 4-wire VG Local Loop:		
		Recurring Charges		
		4-wire VG Loop per month, statewide	UEAL4	NA
		4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
		4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
		4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
		4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA
		Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- 4-wire VG interoffice - 1st	U1TV4	NA
		NRC- 4-wire VG interoffice - Add'l	U1TV4	NA
		NRC-4-wire VG Local Loop - 1st	UEAL4	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable])	
			NRC-4-wire VG Local Loop - Add'l	UEAL4	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMEC	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:		
			Recurring Charges		
			4-wire 56kbps Loop per month, statewide	UDL56	NA
			4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per m	U1TD5	NA
			Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- 4-wire 56kbps Interoffice - 1st	U1TD6	NA
			NRC- 4-wire 56kbps Interoffice - Add'l	U1TD6	NA
			NRC-4-wire 56kbps Local Loop - 1st	U1TD5	NA
			NRC-4-wire 56kbps Local Loop - Add'l	U1TD5	NA
			NRC-4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Com	SOMEC	NA
			NRC-4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			4-wire 64 kbps Interoffice Channel and 4-wire 64kbps Local Loop:		
			Recurring Charges		
			4-wire 64kbps Loop per month, statewide	UDL64	NA
			4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per m	U1TD6	NA
			Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- 4-wire 64kbps Interoffice - 1st	U1TD6	NA
			NRC- 4-wire 64kbps Interoffice - Add'l	U1TD6	NA
			NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA
			NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA
			NRC-4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Com	SOMEC	NA
			NRC-4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SQMAN	NA
		NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SQMAN	NA
			USOC	SC
		Local Loop:		
		2-Wire Analog Voice Grade Loop - Service Level 1	UEAL2	$22.49
		Zone 1	TBD	$18.48
		Zone 2	TBD	$27.87
		Zone 3	TBD	$36.91
		Zone 4	TBD	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 1st	UEAL2	NA
		NRC - Add'l	UEAL2	NA
		NRC - Disconnect Charge - 1st	UEAL2	NA
		NRC - Disconnect Charge - Add'l	UEAL2	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		4-Wire Analog Voice Grade Loop	UEAL4	$35.86
		Zone 1	TBD	$49.47
		Zone 2	TBD	$44.44
		Zone 3	TBD	$58.85
		Zone 4	TBD	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 1st	UEAL4	NA
		NRC - Add'l	UEAL4	NA
		NRC - Disconnect Charge - 1st	UEAL4	NA
		NRC - Disconnect Charge - Add'l	UEAL4	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		2-Wire ISDN Digital Grade Loop	U1L2X	$32.47
		Zone 1	TBD	$26.68

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		Zone 2	TBD	$40.24
		Zone 3	TBD	$53.29
		Zone 4	TBD	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 1st	U1L2X	NA
		NRC - Add'l	U1L2X	NA
		NRC - Disconnect Dharge - 1st	U1L2X	NA
		NRC - Disconnect Charge - Add'l	U1L2X	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		4-Wire 56 kbps Digital Grade Loop	UDL56	$41.70
		Zone 1	TBD	$34.26
		Zone 2	TBD	$51.67
		Zone 3	TBD	$68.43
		Zone 4	TBD	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 1st	UDL56	NA
		NRC - Add'l	UDL56	NA
		NRC - Disconnect Dharge - 1st	UDL56	NA
		NRC - Disconnect Charge - Add'l	UDL56	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		4-Wire 64 kbps Digital Grade Loop	UDL64	$41.70
		Zone 1	TBD	$34.26
		Zone 2	TBD	$51.67
		Zone 3	TBD	$68.43
		Zone 4	TBD	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 1st	UDL64	NA
		NRC - Add'l	UDL64	NA
		NRC - Disconnect Dharge - 1st	UDL64	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - Disconnect Charge - Add'l	UDL64	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		4-Wire DS1 Digital Loop	USLXX	$72.55
		Zone 1	TBD	$59.61
		Zone 2	TBD	$89.90
		Zone 3	TBD	$119.06
		Zone 4	TBD	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 1st	USLXX	NA
		NRC - Add'l	USLXX	NA
		NRC - Disconnect Charge - 1st	USLXX	NA
		NRC - Disconnect Charge - Add'l	USLXX	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		DS3 Loop		
		per mile per month	1L6ND	$15.53
		facitility termination per month	UE3PX	$421.60
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - Facility Termination - 1st	UE3PX	NA
		NRC - Facility Termination - Add'l	UE3PX	NA
		NRC - Facility Termination - Disconnect - 1st	UE3PX	NA
		NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA
		NRC - Manual Svc Order, per LSR	SOMAN	NA
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
		NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1	SOMAN	NA
		NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-A	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNOCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
STS-1 Loop		
per mile per month	1L5ND	$16.53
facitility termination per month	UDLS1	$431.32
NRC - Ordinarily Combined in GA (Note 5)		
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disco	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disco	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
OC-3 Loop	1L5ND	$11.78
per mile per month	TBD	$701.71
facility termiantion per month		
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st	TBD	NA
NRC - OC3 - Facility Termination - Add'l	TBD	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable])		
		OC-12 Loop		
		per mile per month	1L5ND	$14.50
		facility termination per month	TBD	$2,663
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC12 - Facility Termination - 1st	TBD	NA
		NRC - OC12 - Facility Termination - Add'l	TBD	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		OC-48 Loop		
		per mile per month	1L5ND	$47.57
		facility termination per month	TBD	$1,733
		OC-12 Interface on OC-48 Loop per month	TBD	$773.40
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC48 - Facility Termination - 1st	TBD	NA
		NRC - OC48 - Facility Termination - Add'l	TBD	NA
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Di	SOMAN	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Di	SOMAN	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-	SOMAN	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-	SOMAN	NA
		NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manua	SOMAN	NA
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manua	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		Local Channels:		
		Local Channel - Dedicated - 2-Wire VG		
		Monthly Recurring per month	ULDV2	$16.88
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 2-wire VG Local Channel - 1st	ULDV2	NA
		NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	NA
		NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - A	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		Local Channel - Dedicated - 4-Wire VG		
		Monthly Recurring per month	ULDV4	$18.05
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC-4-wire VG Local Channel - 1st	ULDV4	NA
		NRC-4-wire VG Local Channel - Add'l	ULDV4	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		Local Channel - Dedicated - DS1		
		DS1 Monthly Recurring per month	ULDF1	$37.20
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS1 Local Channel - 1st	ULDF1	NA
		NRC - DS1 Local Channel - Add'l	ULDF1	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Local Channel - Dedicated - DS3	USOC	SC
		DS3 Local Channel - per mile per month	1L5NC	$12.08
		DS3 Local Channel - Facility Termination per month	ULDF3	$481.14
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA
		NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Local Channel - Dedicated - STS-1		
		STS-1 Local Channel - per mile per month	1L5NC	$12.08
		STS-1 Local Channel - Facility Termination per month	ULDFS	$481.14
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA
		NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add	SOMAN	NA
		NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Dis	SOMAN	NA
		NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Dis	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Local Channel - OC3		
		Local Channel - OC3 - per Mile	TBA	$11.78
		Local Channel - OC3 - per Facility Termination	TBA	$701.71
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC3 - Facility Termination - 1st	TBA	NA
		NRC - OC3 - Facility Termination - Add'l	TBA	NA
		NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
		Local Channel - OC12	USOC	SC
		Local Channel - OC12 - per Mile	TBA	$14.50
		Local Channel - OC12 - per Facility Termination	TBA	$2,663
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC12 - Facility Termination - 1st	TBA	NA
		NRC - OC12 - Facility Termination - Add'l	TBA	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-A	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Local Channel - OC48	USOC	SC
		Local Channel - OC48 - per Mile	TBA	$47.57
		Local Channel - OC48 - per Facility Termination	TBA	$1,733
		Local Channel - OC12 Interface on OC48 Facility	TBA	$773.40
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC48 - Facility Termination - 1st	TBA	NA
		NRC - OC48 - Facility Termination - Add'l	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Discon	SOMAN	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA
		NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		High Capacity Loops:		
		Local Loop - Dedicated - DS3		
		DS3 Local Loop- per mile per month	1L5ND	$15.53
		DS3 Local Loop- per Facility Termination	UE3PX	$421.60
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA
		NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Local Loop - Dedicated - STS-1		
		STS-1 Local Loop - per mile	1L5ND	$15.53
		STS-1 Local Loop- per Facility Termination	UDLS1	$431.32
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA
		NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Discon	SOMAN	NA
		NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Discon	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Local Loop - OC3		
		Local Loop - OC3 - per Mile	TBA	$11.78
		Local Loop - OC3 - per Facility Termination	TBA	$701.71
		NRC - Ordinarily Combined in GA (Note 5)		

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - OC3 - Facility Termination - 1st	TBA	NA
		NRC - OC3 - Facility Termination - Add'l	TBA	NA
		NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
		Local Loop - OC12		
		Local Loop - OC12 - per Mile	TBA	$14.50
		Local Loop - OC12 - per Facility Termination	TBA	$2,663
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC12 - Facility Termination - 1st	TBA	NA
		NRC - OC12 - Facility Termination - Add'l	TBA	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Local Loop - OC48		
		Local Loop - OC48 - per Mile	TBA	$47.57
		Local Loop - OC48 - per Facility Termination	TBA	$1,733
		Local Loop - OC12 interface on OC48 Facility	TBA	$773.40
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC48 - Facility Termination - 1st	TBA	NA
		NRC - OC48 - Facility Termination - Add'l	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'	SOMAN	NA
		NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Interoffice Channels:		
		Interoffice Channel - Dedicated - 2-wire VG		
		Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.04
		Interoffice Channel - Dedicated 2-wire VG - Facility Termination per mont	U1TV2	$21.42
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA
		NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		Interoffice Channel - Dedicated - 4-wire VG		
		Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA
		Interoffice Channel - Dedicated 4-wire VG - Facility Termination per mont	U1TV4	NA
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA
		NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]		
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		Interoffice Channel - Dedicated - DS0 - 56kbps		
		Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.04
		Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per	U1TD5	$20.71
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		Interoffice Channel - Dedicated - DS0 - 64kbps		
		Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.04
		Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per	U1TD6	$20.71
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.26
		NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.25
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
		Interoffice Channel - Dedicated - DS1		
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.76
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$94.98
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA
		NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1	SOMAN	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - A	SOMAN	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Interoffice Channel - Dedicated - DS3 - per mile per month		
		Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$19.14
		Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$904.49
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA
		NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1	SOMAN	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - A	SOMAN	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Interoffice Channel - Dedicated - STS-1		
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$8.13
		Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$967.70
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA
		NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Interoffice Channel - OC3		
		Interoffice Channel - OC3 - per Mile	1L5XX	$9.75
		Interoffice Channel - OC3 - per Facility Termination	TBA	$2,802
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC3 - Facility Termination - 1st	TBA	NA
		NRC - OC3 - Facility Termination - Add'l	TBA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
		Interoffice Channel - OC12		
		Interoffice Channel - OC12 - per Mile	TBA	$32.52
		Interoffice Channel - OC12 - per Facility Termination	TBA	$11,132
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC12 - Facility Termination - 1st	TBA	NA
		NRC - OC12 - Facility Termination - Add'l	TBA	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1	SOMAN	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
		Interoffice Channel - OC48		
		Interoffice Channel - OC48 - per Mile	TBA	$45.92
		Interoffice Channel - OC48 - per Facility Termination	TBA	$967.58
		Interoffice Channel - OC12 Interface on OC48 Facility	TBA	$1,561
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC48 - Facility Termination - 1st	TBA	NA
		NRC - OC48 - Facility Termination - Add'l	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Discon	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Discon	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
Channelization:		
DS3 Channelization		
DS3 Channelized System per month	MQ3	$200.01
DS3 Interface per month (DS1 COCI)	UC1D1	$11.99
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS3 Channelization - 1st	MQ3	NA
NRC - DS3 Channelization - Add'l	MQ3	NA
NRC - Channel Activation - 1st	UC1D1	NA
NRC - Channel Activation - Add'l	UC1D1	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'	SOMAN	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
OR		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
DS1 Channelization		
DS1 Channelized System per month	MQ1	$147.51
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$2.34
VG interface card per month	1D1VG	$1.47
2-wire ISDN(BRITE card) per month	UC1CA	$4.21
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS1 Channelization - 1st	MQ1	NA
NRC - DS1 Channelization - Add'l	MQ1	NA
NRC - Channel Activation VG - 1st	1D1VG	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - Channel Activation VG - Add'l	1D1VG	NA
		NRC - Channel Activation OCU-DP- 1st	1D1DD	NA
		NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA
		NRC - Channel Activation BRITE - 1st	UCICA	NA
		NRC - Channel Activation BRITE - Add'l	UCICA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS1 Channelization -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS1 Channelization -Incremental Charge--Manual Svc Order - Add'	SOMAN	NA
		NRC - DS1 Channelization -Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC - DS1 Channelization -Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Access to DCS - Customer Reconfiguration (FlexServ)		
		DS1 DSC Termination with DS0 Switching	TBD	TBD
		DS1 DSC Termination with DS1 Switching	TBD	TBD
		DS3 DSC Termination with DS1 Switching	TBD	TBD
		NRC - Ordinarily Combined in GA:		
		NRC - Customer Configuration Establishment	TBD	TBD
		NRC - Customer Configuration Establishment - Disconnect	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - 1st	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.26
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.25
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
	Notes :			
	1	Deaveraged Rates will be effective May 1, 2000		
	2	New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in		
		Florida - Miami, Orlando, Ft. Lauderdale		
		Louisiana - New Orleans		
		N. Carolina - Greensboro, Charlotte		

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			Tennessee - Nashville		
		3	Unapproved rates are subject to true up.		
		4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly r		
			* Examples:		
			- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Chan		
			- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel		
			- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card		
		5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.		
		6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.		

DESCRIPTION	USOC	SC
Operational Support Systems		
Recovery of Incremental OSS costs, per CLP, per month	TBD	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	$0.0002862
RC- OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	$0.0032344
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	$54.72
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	$0.0000357
Access Daily Usage File (ADUF)		
RC - ADUF, Message Processing, per message	TBD	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned	TBD	NA
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message	TBD	$0.001
Enhanced Optional Daily Usage File (EODUF)		
Enhanced Optional Daily Usage File: Message Processing , Per Message	TBD	$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	NA
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),	TBD	NA
SWA 8XX Toll free Dialing Ten Digit Screening Service (Note 1)		
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0005227
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery		
per query	N/A	NA
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per query	N/A	NA
with Optional Complex Features, per query	N/A	NA
8XX Access Ten Digit Screening Svc. W/800 No. Delivery		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	$6.38
NRC - Add'l	N8R1X	$0.9583
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.84
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	$22.63
NRC - Add'l	N/A	$2.73
NRC - Disconnect Charge - 1st	N/A	$42.95
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	$22.63
NRC - Add'l	N8FTX	$2.73
NRC - Disconnect Charge - 1st	N8FTX	$42.95
NRC - Disconnect Charge - Add'l	N8FTX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	$5.64
NRC - Add'l	N8FCX	$2.82

DESCRIPTION	USOC	SC
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	$6.60
NRC - Add'l	N8FMX	$3.78
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Change Charge per request		
NRC - 1st	N8FAX	$7.34
NRC - Add'l	N8FAX	$0.9583
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.84
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Call Handling and Destination Features		
NRC - 1st	N8FDX	$5.64
NRC - Add'l	N8FDX	$5.64
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	$0.0000442
LIDB Validation per query	OQU	$0.0141003
LIDB Originating Point Code Establishment or Change - NRC	N/A	$61.62
NRC - Incremental Charge - Electronic Service Order	TBD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.84
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.84
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		$21.79
NRC		$277.07
NRC - Disconnect		$42.95
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$21.79
NRC		$277.07
NRC - Disconnect		$42.95
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Termination, per STP port per month		$156.33
CCS7 Signaling Usage, per ISUP message		$0.0000452
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		$0.0001108
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$396.55
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21
Call Completion Access Termination Charge per call attempt	N/A	$0.08
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25
Call Completion Access Termination Charge per call attempt	N/A	$0.08
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.1116808
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.1293459
Professional recording of name (OCP alone)	USOD1	$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00

DESCRIPTION	USOC	SC
DRAM or front-end loading, per TOPS switch	USOD2	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
INWARD OPERATOR SERVICES		
Verification, per minute	N/A	$1.15
Verification and Emergency Interrupt, per minute	N/A	$1.15
Verification, per call	VIL	NA
Verification and Emergency Interrupt, per call	N/A	NA
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10
Call Completion Access Term charge per completed call	N/A	$0.08
Number Services Intercept per query	N/A	$0.0124036
Number Services Intercept per Intercept Query Update	N/A	NA
Directory Assistance Access Service Calls, per call	N/A	$0.275
Professional recording of name (DA alone)	N/A	$3,000.00
Professional recording of name (DA and OCP alone)	N/A	$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	$250.00
AABS or back-end loading, per IVS	N/A	$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
Directory Transport		
Directory Transport - Local Channel DS1, per month	N/A	$37.20
NRC - 1st	N/A	$534.81
NRC - Add'l	N/A	$462.81
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$87.99
NRC - Incremental Charge-Manual Svc Order - NRC -add	TBD	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$3.11
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.7598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$94.98
NRC - 1st	N/A	$216.27
NRC - Add'l	N/A	$162.70
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$39.63
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$39.63
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	$0.000327
Switched Common Transport per DA Access Service per call per mile	N/A	$0.0000303
Access Tandem Switching per DA Access Service per call	N/A	$0.0024809
DA Interconnection, per DA Access Service Call	N/A	$0.000269
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - 1st	N/A	$407.81
NRC - Add'l	N/A	$11.00
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA

DESCRIPTION	USOC	SC
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Magual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	$0.0444
Directory Assistance Database Service, per month	DBSOF	$127.23
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	$6,983.00
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0468212
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	$1,173.00
NRC - Disconnect	DBSDE	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA
AIN (Note 4)		
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	NA
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	$296.16
NRC - Disconnect	CAMSE	NA
Port Connection - Dial/Shared Access		
NRC	CAMDP	$87.29
NRC - Disconnect	CAMDP	NA
Port Connection - ISDN Access		
NRC	CAM1P	$87.29
NRC - Disconnect	CAM1P	NA
User ID Codes - per User ID Code		
NRC	CAMAU	$202.08
NRC - Disconnect	CAMAU	NA
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	$172.26
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	$0.0028
Session per minute	N/A	$0.0942966
CO-Performed Session, per minute		$2.07
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	CAMBP	NA
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	$291.41
NRC - Disconnect	BAPSC	NA
Training Session, per customer		
NRC	BAPVX	$8,333.00
NRC - Disconnect	BAPVX	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	$73.02
NRC - Disconnect	BAPTT	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	$73.02
NRC - Disconnect	BAPTD	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	$73.02

DESCRIPTION	USOC	SC
NRC - Disconnect	BAPTM	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	$150.26
NRC - Disconnect	BAPTO	NA
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	$150.25
NRC - Disconnect	BAPTC	NA
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	$150.25
NRC - Disconnect	BAPTF	NA
Query Charge, per query		$0.0250662
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.0062979
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.73
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$15.93
NRC	BAPMS	$72.15
NRC - Disconnect	BAPMS	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.0872769
NRC	BAPLS	$47.35
NRC - Disconnect	BAPLS	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.84
NRC	BAPDS	$72.15
NRC - Disconnect	BAPDS	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.0029092
NRC	BAPES	$47.35
NRC - Disconnect	BAPES	NA
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00
* Volume and term arrangements are also available.		
SELECTIVE ROUTING (Note 5)		
Per Line or PBX Trunk, each		NA
NRC		NA
Customized routing per unique line class code, per request, per switch		NA
NRC	USRCR	$226.22
NRC - Incremental Charge - Manual Service Order		$27.84
VIRTUAL COLLOCATION		
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA
2-wire Cross-Connect		
RC	UEAC2	$0.3648
NRC - 1st	UEAC2	$41.50
NRC - Add'l	UEAC2	$38.94
NRC - 1st - Manual Service Order	TBD	NA
NRC - Add'l - Manual Service Order	TBD	NA
NRC - Disconnect - 1st	UEAC2	NA
NRC - Disconnect - Add'l	UEAC2	NA

DESCRIPTION	USOC	SC
4-wire Cross-Connect		
RC	UEAC4	$0.7297
NRC - 1st	UEAC4	$41.56
NRC - Add'l	UEAC4	$38.90
NRC - 1st - Manual Service Order	TBD	NA
NRC - Add'l - Manual Service Order	TBD	NA
NRC - Disconnect - 1st	UEAC4	NA
NRC - Disconnect - Add'l	UEAC4	NA
2-fiber Cross-Connect		
RC	CNC2F	$15.06
NRC - 1st	CNC2F	$69.28
NRC - Add'l	CNC2F	$48.89
NRC - Disconnect - 1st	CNC2F	NA
NRC - Disconnect - Add'l	CNC2F	NA
4-fiber Cross-Connect		
RC	CNC4F	$27.08
NRC - 1st	CNC4F	$84.07
NRC - Add'l	CNC4F	$63.68
NRC - Disconnect - 1st	CNC4F	NA
NRC - Disconnect - Add'l	CNC4F	NA
DS1 Cross-Connects		
RC	TBD	NA
NRC - 1st	TBD	NA
NRC - Add'l	TBD	NA
NRC - Manual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA
DS3 Cross-Connects		
RC	TBD	NA
NRC - 1st	TBD	NA
NRC - Add'l	TBD	NA
NRC - Manual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.		
1 BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges, (FL)		
2 This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.		
3 This charge is only applicable where signaling usage measurement or billing capability does not exist.		
4 Prices for AIN to be determined upon development of mediation device. (TN)		
5 Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)		

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

1.1 For the purpose of this Exhibit C, the following terms shall be defined as:

1.1.1 **CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate** a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

1.1.2 **CALLING PARTY NUMBER (CPN) -** The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

1.1.3 **COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) -** A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

1.1.4 **SERVICE CONTROL POINTs** (SCPs) **-** The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

1.1.5 **SERVICE MANAGEMENT SYSTEM (SMS) -** The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

1.1.6 **SERVICE SWITCHING POINTs (SSPs) -** Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

1.1.7 **SUBSYSTEM NUMBER (SSN) -** The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Exhibit C

2.1 This Exhibit C contains the terms and conditions where BellSouth will provide to the AT&T access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 AT&T shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Exhibit C. Said notice shall be in writing, no less than 60 days prior to AT&T's access to BellSouth's CNAM Database Services and shall be addressed to AT&T's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to AT&T requires interconnection from AT&T to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Exhibit C.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, AT&T shall provide its own CNAM SSP. AT&T's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If AT&T elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that AT&T desires to query.

3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be

established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by AT&T for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by AT&T in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of AT&T to provide accurate information to BellSouth on a current basis.

4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.3 AT&T CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

ATTACHMENT 3

LOCAL INTERCONNECTION

DISAGREE:

5.3.1.1
5.3.1.7

OPEN-AT&T	OPEN-BST
1.2	1.2
1.5	1.4.3
1.7	1.4.4
1.8	1.5
1.9 – 1.11	1.7
2.2.2	1.8
2.7	1.9 – 1.11
3.2 – 3.5	2.2.2
3.6.7	3.2 – 3.5
3.18.1.1	3.6.6
4.13.5.3	3.6.7
5.2	3.7
5.3.1.1	3.8
5.3.3	3.9
5.3.3.1	4.14.1
6	5.3.2
Exhibit B	Exhibit B

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LOCAL INTERCONNECTION

1. NETWORK INTERCONNECTION

1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).

1.1.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

1.1.2 AT&T shall provide interconnection to BellSouth at any mutually agreed upon point.

1.2 **[AT&T must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of AT&T's originated local, intraLATA toll terminated to BellSouth and transit traffic terminated to other than BellSouth.][OPEN-BST/AT&T]** If AT&T chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, AT&T must establish Points of Interconnection at all BellSouth access and local tandems where AT&T NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and AT&T End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is AT&T's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for AT&T to home its NPA/NXX(s) on a BellSouth access or local tandem, AT&T's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.

1.3 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.

1.4 A Point of Interface is the physical telecommunications interface between BellSouth and AT&T's interconnection facilities. It

establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:

1.4.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

1.4.2 It is a point where BellSouth and AT&T can verify and maintain specific performance objectives.

1.4.3 **[It is specified according to the interface offered in this Attachment 3.] [OPEN-BST]**

1.4.4 [The Parties provide their own equipment to interface with the equipment on the customer premises.] [OPEN-BST]

1.5 **[The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. AT&T's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to AT&T-originated local and local originating and terminating transit traffic.] [OPEN-BST/AT&T]**

1.6 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.

1.7 **[Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface.] AT&T, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.] [OPEN-BST/AT&T]**

1.8 **[BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to AT&T for call transport and termination by AT&T.] [OPEN-BST/AT&T]**

1.9 **[For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.**

1.10 **For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.**

1.11 **For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.] [OPEN-BST/AT&T]**

2. **METHODS OF INTERCONNECTION**

2.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.

2.2 Interconnection by one Party at the premises of the other Party.

2.2.1 BellSouth shall provide collocation to AT&T pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

2.2.2 **[AT&T, at its sole discretion, may permit BellSouth to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating BellSouth's local traffic. BellSouth may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant to Exhibit [redacted] of this Attachment 3, incorporated herein by this reference.] [OPEN-BST/AT&T]**

2.3 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At AT&T's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from AT&T's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.

2.4 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this

Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

2.6 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.

2.7 Any other method determined to be technically feasible and requested by AT&T shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference. Any other method determined to be technically feasible and requested by BellSouth and agreed to by AT&T shall be done pursuant to [redacted] **[OPEN-AT&T]**

2.8 Local Tandem Interconnection. This interconnection arrangement allows AT&T to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of AT&T-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

2.8.1 When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. AT&T may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where AT&T does not choose to establish a Point of Interconnection. It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic

routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG.

2.8.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, AT&T must also establish Points of Interconnection to BellSouth access tandems within the LATA on which AT&T has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

2.8.3 Bell South's provisioning of local tandem interconnection assumes that AT&T has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

2.9 Fiber Meet

2.9.1 If AT&T elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, AT&T and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, AT&T's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.

2.9.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

2.9.3 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Serving Wire Center ("ASWC").

2.9.4 The parties shall mutually agree upon a Point of Interface outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to AT&T, Point of Interface to BellSouth).

2.9.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.9.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

2.9.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

2.9.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for transit traffic.

3. INTERCONNECTION TRUNKING AND ROUTING

3.1 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:

3.2 [Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").

3.3 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.

3.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one [1] year of the Effective Date of the Agreement.

3.5 **If, following one [1] year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution proceeding, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. [OPEN-BST/AT&T]**

3.6 The Parties will use the following interconnection standards:

3.6.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.

3.6.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.

3.6.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

3.6.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.14 of this Attachment 3 and sound engineering practices.

3.6.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).

3.6.6 BellSouth and AT&T shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with **[Exhibit [redacted] of this Attachment 3, attached hereto and incorporated herein by this reference.] [OPEN-BST to provide list]**

3.6.7 **[All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and AT&T not addressed in Exhibit A shall be**

as set forth in the appropriate Party's intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. AT&T shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.] [OPEN-BST/AT&T]

3.7 **[The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.] [OPEN-BST]**

3.8 **All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls. [OPEN-BST]**

3.9 **[Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.] [OPEN-BST]**

3.10 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.

3.11 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.

3.12 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.

3.13 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.